#### TRIPLE S MACHINING 906 CALLEVIEW DRIVE LA GRANGE, ILLINOIS, 60525



Received 12/1/2002

December 9, 2002

Carlton D. Cuffman U.S. Environmental Protection Agency Remedial Enforcement Support Section 77 W. Jackson, SR-6 Chicago, Illinois, 60604-3590

Dear Sir:

This letter and its enclosures is a response to your letter of November 21, 2002. I believe that the due date of this letter is December 12, 2002. I also believe that the information enclosed is as complete as memory and records will permit.

If you have any further questions that Triple S Machining can be of help with concerning this problem, please contact me at the above address or at (708) 354-8434. I truly hope that I will be some help with this problem.

Sincerely,

Herbert J Svab

Enclosures I,II,III,IV,V.

Herbert & Svat

#### A Brief Chronological History of Triple S Machining

During the months of August, 1988 and February, 1989, Triple S Machining was being operated on a part-time basis by Kenneth D. Svab in Hinsdale, Illinois. The quarters that housed the operation was too small. On March 1, 1989 operation was moved to Downers Grove, Illinois at the address of 5235 Thatcher Road. The Corporation was in operation until August, 1999. The Corporation. failed to thrive since we could not compete with certain unethical practices in the machining industry. We decided to pay off all existent debts and closed the doors. The two employees each went their way and are much happier in their new endeavors. I went on to retire.

#### RESPONSE TO QUESTIONS SUBMITTED IN NUMERICAL ORDER

- The following list constitutes all of the individuals that worked for Triple S
  Machining, salaried or unsalaried. These individuals were consulted in the
  preparation of this response.
  - (a) Kenneth D. Svab, currently employed at Chemstress Consultants, 57 North Ottawa Street, Joliet, Illinois, 60432. The telephone number is (815) 722-5591. His home address is 906 Calleview Drive, La Grange, Illinois. The home telephone number is (708) 354-8434. His present job title is mechanical designer.
  - (b) David V. Svab is presently employed at SSand E Service, 5237Thatcher Road, Downers Grove, Illinois. The telephone number is (630) 968-2000. His home address is 906 Calleview Drive, La Grange, Illinois. The telephone number is (708) 354-8434. His present job title is security/installer.
  - (c) Herbert J. Svab is presently retired. There is no business address or telephone. His home address is 906Calleview Drive, La Grange, Illinois, 60525. His telephone number is (708) 354-8434. His present job title is retired.
  - (d) CLC LUBRICANTS CO. of Geneva, Illinois was consulted for the composition of the lubricants the were purchased.
- 2) All invoices of solvents and lubricants purchased for the operation of the corporation, all leases during the time of the operation of the corporation, and any information about the chemical composition of materials used for machine lubrication and lubrication during the machining operation. This material has been included in their appropriate enclosures. Please note that the invoices indicated the minimal quantities of oil and lubricants that were ordered, stored, utilized, and disposed of.
- 3) The only persons that may be able to provide more detailed information may be the individuals who formulated and mixed the lubricants that were used at Triple S Machining during its operation. (see enclosure #1)
- 4) There was three types of materials used for a lubrication of the machinery and the machining operation. The first material was a lubricant much like that used as an automotive engine lubricant. This material was used to lubricate the gears and the drive mechanism. This lubricant was changed periodically much like that of an automobile engine. The second material that was used was a water soluble lubricant during metal cutting operations in the form of a very fine mist The third material is

commonly known as WD-40. It was generally used in a spray bottle during drilling and cutting operations.

- a) The chemical composition, characteristics and physical state of these materials can be seen in enclosure #I.. All materials were supplied in a liquid state.
- b) Suppliers of these materials can be noted in enclosure # II
- c)The Moog milling machines were lubricated by SAE 30 oil. This oil was purchased about the time that the oil needed to be changed so it was never stored for any remarkable amount of time. When the oil was changed, the used oil was taken for recycle to Euler"s Tru-Value Hardware at 2101 63rd Avenue, Downers Grove, Illinois, 60516. Telephone (630) 852-4800. The used oil was taken to that recycle facility by one of the staff with the permission of the manager of the store. It was usually transported in the original 5 gallon containers. That establishment charged twenty-five cents for each container of waste oil regardless of the size of the container. In this way, we did not have to pay for scavenger service for such minimal amounts of waste oil.

The machining lubricant and cooling agents was used as a misted agent with the aid of compressed air and not as a flooding method as is done in some facilities. As a result, since so little was used, there was no need to try to reclaim any of this misted material because there was no amount of this material left after the milling process was finished. WD-40 was used in limited amounts for general lubrication as well as in certain boring and drilling processes. It was sprayed to its application and area of use.

- d)Purchases were made only how the necessity demanded and storage was not necessary or was it a problem. The periodic changes and of the machine oil was dictated by the amount of hours on the milling machine. Temporary storage was in the original containers. The used and drained Moog oil was disposed of as indicated in part (c) of this section. The used oil was not stored for any reason but was disposed of as soon as it was reasonable. The water soluble lubricant coolants were used as previously described. These materials were stored in their original containers but less than 5 gallons was usually stored in this facility.
- e) These materials were delivered to the facility by our suppliers or by hand delivery by one of our employees. These materials were all used with in the facility and stored within the facility. The used materials were disposed of as previously described.
- f) The quantity of these materials can be noted as per the invoices shown in enclosure #II.. Only the machine oil for the Moog milling machines needed to be disposed of.
- 5) This property of this facility was rented and leased from March 1, 1989 until August 1, 1999. Enclosure #2 shows examples of the rent receipts March, 1989; January, 1990; January, 1991; January, 1992; January, 1993; January, 1994; January, 1995; January, 1996; January, 1997; January, 1998; January, 1999; and extending through August 1, 1999. I can show all of the interim rent receipts but I believe that these will give you

sufficient idea that this company rented and least all through those inclusive dates. Also included in enclosure #III. are copies of the leases on the property.

- 6) The prior renters, owners, and or lessees are unknown to us. Possibly, the agents who own the building could give you this information.
  - a) Dates of ownership: unknown
  - b) All evidence showing that they controlled access to the property: unknown.
  - c) All evidence about hazardous substances, pollutants, or contaminants: unknown
- 7) Prior operators, including lessees, of this property are unknown. Therefore,
  - a) The date of the operation is unknown.
  - b) The nature of the operations at the site is unknown.
  - c) All evidence that they controlled access to the site is unknown
  - d) Any evidence of hazardous substances, pollutants, or contaminants is unknown.
- 8)Local, state, or federal environmental permits: none requested, and none granted.
- 9) The manufacturing process at that site included general machining and fabrication. It also included designing a jigs, fixtures, and gages. A significant amount of consultation on mechanical projects took place for all our clients. The only chemicals utilized and the manufacturing process were those already enumerated. The one material was essentially motor oil, another was a water soluble lubricant/coolant, and W-D. 40. No chemicals were produced at this site.
- 10) There were no chemical substances produced in the manufacturing process on this site. There were no byproducts in the manufacturing process. No sludge or liquids or other production wastes were produced, transported or disposed of.
- 11) No wastes of production needed to be disposed of in any landfills. Metallic scrap and filings were sold to waste metal scavengers. Non-metallic floor-sweepings and the usual garbage such as coffee cups, lunch wrappers, etc., and the like went to the usual refuse carrier.
- 12) There was no need for rinsing any of the materials that were produced in this manufacturing site. There was no sludge created nor was there a disposal problem.
- 13) There were no monitoring wells installed at that facility.

- 14) There was no air monitoring devices at the facility. There was no need for such devices since the type of manufacturing and the materials that we used did not require such devices.
- 15) To the best of our knowledge, we are not aware of any soil borings collected at that site.
- 16) To the best of our knowledge, we are not aware of any above-ground or below-ground storage tanks at the site.
- 17) Solvent management systems by our company did not exist prior to March, 1989 This is the date when Triple S Machining moved into the facility at that address.
- 18) Waste solvent handling and disposal did not exist prior to March, 1989. This is the date when Triple S machining moved into the facility at that address.
- 19) Since we had no necessities for solvents in the manufacturing process, we did not have any solvent suppliers nor did we purchase any quantities of solvents.
- 20) Again, we did not utilize any waste solvent handlers since there were no solvents utilized or solvents produced.
- 21) There were two bathrooms at the facility. Each was composed of a flush toilet and a usual bathroom sink. There was also a deep utility sink. We utilized this deep sink for washing dishes used at the lunch hour and coffee break. It was also utilized for washing dirty hands and faces, on occasion, to rinse the mop when water or coffee was spilled, or when water might have been tracked in during a rainstorm or a snow storm, and occasionally washing a bathroom floor. Close to the drain of the sink was a floor drain which was protected by a perforated cover. This drain was never utilized for any purpose since the sink itself had its own drain. I would like to suggest that you be in touch with Arun Enterprises for a floor plan of the toilet facility and the deep sink including the floor drain as well as a plan of the drainage below grade at the site. We have no knowledge of the drainage plan below grade of the floor. This undoubtedly would be much more accurate than what I could draw for you from memory. Enclosure #V is a crude diagram of these facilities at the site.
- 22) To the best of our knowledge, Triple S Machining has had no correspondence with the local government regarding discharges into St. Joseph Creek and the municipal sewer.
- 23) There was one floor drain which had no functional use for us since there was drainage from the deep sink very close by. None of us can remember ever utilizing that drain for any purpose.
- 24) We are not aware of any Phase I or Phase II investigations at this site. We have no reports concerning these investigations.

As an added note, we have included the Downers Grove Fire inspection sheets, which provides additional information and verification concerning some of the questions. See enclosure IV.

I certify under penalty of law that this document and all its attachments were prepared under my direction or supervision in accordance with a. system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based upon my inquiry of the person or persons who managed the system, or those persons directly responsible for gathering information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete the. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Jean Policci

Herbert J. Svab

Herbert J. Svab

Secretary/Treasurer, retired

Triple S Machining December 9, 2002

#### ENCLOSURE I

### Material Safety Data Sheets CLC Lubricants

#### 1. PRODUCT AND COMPANY

PRODUCT NAME:

Coolant 4430

CHEMICAL NAME:

Mixture

DOT SHIPPING NAME: SARA TITLE III SECTION 313: N/A N/A

MANUFACTURER

**EMERGENCY TELEPHONE NUMBER** 

CLC LUBRICANTS 100 S. Old Kirk Rd INFOTRAC: 1-800-535-5053

P.O. Box 764

HMIS RATING: 1-1-0

Geneva, IL 60134

Telephone (630) 232-7900

#### 2. **COMPOSITION**

Triethalanolamine (15%)

TLV - 5 mg/m3 OSHA/ACGIH

CAS# 102-71-6

Propylene Glycol (5%)

TLV - Not Determined

CAS# 57-55-6

Petroleum Hydrocarbon (<10%)

TLV - 5 mg/m3 OSHA/ACGIH

CAS# 64742-53-6

#### 3. EMERGENCY AND FIRST AID PROCEDURES

Eye Contact: Flush with water for 15 minutes. If irritation persists seek medical

attention.

Skin Contact: Wash with soap and water. If irritation occurs, seek medical

attention.

Inhalation: Remove to fresh air. If breathing difficulties arise, seek medical

attention.

Ingestion: Consult a physician.

#### 4. PHYSICAL AND CHEMICAL PROPERTIES

Boiling Point (deg F) >212

Specific Gravity (water=1) HEAVIER

Solubility in Water: SOLUBLE

Evaporation Rate (cther=1) SLOWER

Percent Volatile: NEGLIGIBLE

Vapor Density: N/D

Appearance: GREEN/BLUE LIQUID

Odor: MILD

# CLC Lubricants CLC Lubricants

#### 5. EFFECTS OF OVEREXPOSURE

Eyes: Concentrate may cause eye irritation. Recommended use dilutions

have reduced effects.

Skin: May cause skin irritation upon prolonged or repeated contact.

Inhalation: High vapor or mist concentrations may cause respiratory irritation

in confined spaces.

Ingestion: Concentrate may cause gastrointestinal irritation. Recommended use

dilutions have reduced effects.

#### 6. SPECIAL PROTECTION INFORMATION

Respiration Protection: Normally not needed if TLV is not exceeded.

Ventilation: Sufficient to satisfy TLV.

Protective Gloves: Impervious, if needed.

Eve Protection: Safety glasses to avoid splashing.

#### 7. STABILITY AND REACTIVITY

Stability: STABLE Hazardous Polymerization: WILL NOT OCCUR

Incompatibility: STORNG OXIDANTS (BLEACH), STRONG BASES,

STRONG ACIDS.

Hazardous Decomposition Products: OXIDES OF CARBON, SULFUR AND

NITROGEN

#### 8. SPILL/LEAK/STORAGE PROCEDURES

Precautions in Case of Spill or Release: Dike and recover spillage. Flush small residues with copious amounts of water.

Waste Disposal Methods: Assure compliance with applicable state, federal, and local regulations.

Handling and Storage Precautions: Keep containers closed when not in use. Do NOT add nitrites to fluid.

#### 9. FIRE FIGHTING MEASURES

Flash Point Range: Over 200 F

Extinguishing Media: Foam, Dry Chemical, Carbon Dioxide

Unusual Fire/Explosion Hazards: None Known

Fire Fighting Procedures: None Special

The above information is accurate to the best of our knowledge, however it is not warranted to be. Users are advised to confirm that the information is current, applicable and suitable to their circumstances.

Product: CLC Coolant 4430

Date Issued: 07/13/01

MSDS Page 2

Issued By: B.Pentzien

### Material Safety Data Sheets CLC Lubricants

#### 1. PRODUCT AND COMPANY

PRODUCT NAME:

12/04/2002 13:34

CLC LUBE HO-149-Z

CHEMICAL NAME:

**MIXTURE** 

DOT SHIPPING NAME:

N/A

SARA TITLE III SECTION 313:

N/A

**MANUFACTURER** 

EMERGENCY TELEPHONE NUMBER

CLC LUBRICANTS

INFOTRAC: 1-800-535-5053

100 S. Old Kirk Rd

·. 1-000-070-7007

P.O. Box 764

HMIS RATING: 1-1-0

Geneva, IL 60134 Telephone (630) 232-7900

2. COMPOSITION

Petroleum Hydrocarbon Blend CAS# 64742-54-7 TLV - 5 mg/M3 OSHA TWA/ACGIH TWA
(Oil Mist)

#### 3. EMERGENCY AND FIRST AID PROCEDURES

Eye Contact: Flush with water for 15 minutes. If irritation persists, seek medical

attention.

Skin Contact: Wash with soap and water. If irritation occurs, seek medical

attention.

Inhalation: Remove to fresh air. If breathing difficulties arise, seck

medical attention.

Ingestion: Consult a Physician.

#### 4. PHYSICAL AND CHEMICAL PROPERTIES

Boiling Point (deg F) Above 400 Specific Gravity (water=1) LIGHTER

Solubility in Water: NEGLIGIBLE Evaporation Rate (ether=1) SLOWER

Percent Volatile: NEGLIGIBLE Vapor Density N/D

Appearance: YELLOW TO AMBER LIQUIDS Odor: MILD

## MATERIAL SAFETY DATA SHEET CLC LUBRICANTS

#### 5. EFFECTS OF OVEREXPOSURE

Eyes:

May result in mild eye irritation.

Skin:

Prolonged or repeated contact with skin may result in irritation.

Inhalation:

Inhalation of high vapor concentration evolved at elevated

temperatures may result in respiratory irritation.

Ingestion:

May result in gastrointestinal irritation.

#### 6. SPECIAL PROTECTION INFORMATION

Respiration Protection:

Normally not needed if TLV is not exceeded.

Ventilation:

Sufficient to satisfy TLV.

Protective Gloves:

Oil resistant.

Eye Protection:

Safety glasses to avoid splashing.

#### 7. STABILITY AND REACTIVITY

Stability: STABLE

Hazardous Polymerization: WILL NOT OCCUR

Incompatibility: STRONG OXIDANTS

Hazardous Decomposition Products: Oxides of Carbon, Phosphorus, Sulfur, Zinc,

Hydrogen Sulfide and Various Hydrocarbons.

#### 8. SPILL/LEAK/STORAGE PROCEDURES

Precautions in Case of Spill or Release: Prevent entry into sewers or waterways by diking. Absorb small amounts using inert material.

Waste Disposal Methods: Assure compliance with applicable federal state and local regulations.

Handling and Storage Precautions: Keep containers closed when not in use. Store away from heat.

#### 9. FIRE FIGHTING MEASURES

Flash Point Range:

Over 200F.

Extinguishing Media:

Foam, Dry Chemical, Carbon Dioxide.

Unusual Fire/Explosion Hazards:

Avoid contact with strong oxidants and acids

Fire Fighting Procedures: Use NIOSH approved supplied air respirator for confined

areas.

The above information is accurate to the best of our knowledge, however it is not warranted to be. Users are advised to confirm that the information is current, applicable and suitable to their circumstances.<sup>1</sup>

Product: Lube HO 149 Z Date Issued: 06/27/01

MSDS Page 2 Issued By: C. Koehl

#### ENCLOSURE II



MHP MACHINES, INC. P.O BOX 143, BUFFALO, NEW YORK 14225 716/668-0221 TWX-710-522-1694

ORIGINAL

MHP MACHINES INC P.O. BOX 6686 **BUFFALO, NEW YORK 14240**  INV. NO. 904-5003

DATE 04-10-89

TERMS: NET 30 DAYS

TRIPLE S MACHINE LTD 5235 THATCHER ROAL BILL DOWNERS GROVE, IL 60515 TO

TRIPLE S MACHINE LTD SHIPDOWNERS GROVE, IL 60515

Account No: 08877

DISTRIBUTOR ORDER NO. CUSTOMER ORDER NO. Sales Order No. SERIAL NO. 69375 NA

DATE SHIPPED: 04-07-89

SHIPPED VIA:

UPS TOTAL COD

NO. OF PKGS.:

Packing Slip # 22004

Item	Description	Sales Code	Disc.	Qty Ship	Back Order	Unit List	Net
1.4	92243 Carboy of Oil 5 Gallons	PS41	I	3		87.10	261.30
	SHF/3 CHG - : 120	<b>9</b> 6					2 <b>4.</b> 87
	C.C.P. CHARGE	96					2.75
	HDLG	96			,		3.00
	Mood	oil			Led	4/11/Check	7 # 1105
SPEC	TAL INSTRUCTIONS					TOTAL LIST	TOTAL NET
							291.90

### AMT MACHINES, INC.

261 MILL ROAD P.O. BOX 101 EAST AURORA, NY 14052-0101 (716) 655-2742 FAX (716) 655-2764

#### INVOICE

INVOICE NUMBER: 929134

INVOICE DATE:

39/30/92

PAGE:

SOLD TO:

TRIPLE & MACHINING TRIB THOTOHER RD

SHIP TO:

TRIPLE 5 MACHININE 5235 THATCHER RD

DOWNERS BLUEVE, IL

595.5

SESSE BRUVE, LE

57115

SHIP VIA:

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DUE DATE: 14715/98

SHIP DATE: 4597 157 9 5

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P.O. DATE:

39/EE, 9E

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Moog vil

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MHP MACHINES, INC. P.O. BOX 143, BUFFALO, NEW YORK 14225 716/668-0221 TWX-710-522-1694

### INVOICE

REMIT TO:

MHP MACHINES INC P.O. BOX 6686 BUFFALO, NEW YORK 14240 INV. NO. 911-5012

DATE 11-14-89

**TERMS: NET 30 DAYS** 

TRIPLE S MACHINE LTD 5235 THATCHER ROAD BILL DOWNERS GROVE, IL 60515 TO

TRIPLE S MACHINE LTD 5235 THATCHER ROAD SHIPDOWNERS GROVE, IL 60515 TO

Account No: 08877

DISTRIBUTOR ORDER NO. CUSTOMER ORDER NO. Seles Order No. SERIAL NO. 71908

DATE SHIPPED: 11-13-89

SHIPPED VIA:

UPS TOTAL COD

NO. OF PKGS.:

Packing Slip #

26134

item	Description	Sales Code	Disc.	Qty. Ship	Back Order	Unit List	Net
1	92243 CARBOY OF OIL 5 GALLONS	FS41	I	1		87.10	87.10
	SHP'G CHG - : 40	96					8.29
	C.O.D. CHARGE	96					2.75
	HDLG	96					3.00
SPEC	TAL INSTRUCTIONS	go	2			Chee	# 1291 15   89
SPEC	HAL INSTRUCTIONS.			<del></del>		TOTAL LIST	TOTAL NET
			•				101.



, INVOICE

No. <sub>53203</sub>

PAG

TRIPLE S MACHINE 5235 THATCHER ROAD DOWNERS GROVE

60515

TRIPLE S MACHINE 5235 THATCHER ROAD DOWNERS GROVE

IL 60515

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'WE HEREBY CERTIFY THAT THESE GOODS WERE PRODUCED IN COMPLIANCE WITH THE FAIR STANDARD LABOR ACT, AS AMENDED."

Moog Oil



INVOICE

13025 NO.:

1/30/90 DATE:

P.O. BOX 764 GENEVA, IL 60134 (312) 232-7900 FAX (312) 232-7915

SOLD TO:

Triple S Machining 5235 Thatcher Rd. SHIPPED TO:

Same

Downers Grove, Il. 60515

ORDER	DATE	YOUR P.C	D. NO.		SALESMAN	TERMS	SHIPPE	ED VIA	PPD	COLL
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							2/10/90			

THE MERCHANDISE HEREIN REFERRED TO IS SOLD WITHOUT WARRANTIES EXPRESS OR IMPLIED. THE CONDITIONS SHALL NOT BE WAIVED CTHER THAN BY AN OFFICER OF THE SELLER WRITING. THE SELLER HEREBY CERTIFIES, TO THE EXTENT THAT IT IS THE PRODUCER OF THE GOODS COVERED BY THIS INVOICE, THAT SUCH GOODS WERE PRODUCED IN COMPLIANCE WALL APPLICABLE REQUIREMENTS OF SECTION 6, 7 and 12 OF THE FAIR LABOR STANDARDS ACT, AS AMENDED, AND ALL REGULATIONS AND ORDERS OF THE ADMINISTRATOR OF THE WALL AND HOUF DIVISION ISSUED, UNDER SECTION 14 THEREOF.

ORIGINAL INVOICE NUMBER: 145-338522-9 DATE: 07/05/90 PAGE: 1 OF 1

WSIGHT

SHIPPED TO TRIPLE S MACHING 5235 THATCHER RD

SOLD TO

TRIPLE S MACHING 5235 THATCHER RD

DOWNERS GROVE IL 60515-4027 DOWNERS GROVE IL 60515-4027

APLP NO DATE SHIPPED ΕN STOCK ORDER COMPONIN NUMBER

07/05/90

NO PIECES CARRIER

ACCOUNT NO

136 82-064-183-5

5A283-0 1 GALLON WD-40

DESCRIPTION

MANUFACTURER NO

UNIT PRICE TOTAL PRICE

18.98

60532

TAX

1.28 20.26

TOTAL

ENTER THAT THESE INJUSTIAL HER HELD WELL AS THE HELD WELL AS THE ASSET AS THE ASSET

PAY THIS INVOICE NO STATEMENT SENT PAYABLE IN U.S. DOLLARS AMOUNT DUE DATE DUE TERMS

20.26 08/04/1990 NET 30 DAYS

SEE SALES TERMS AND CONDITIONS ON THE REVERSE

CIRCLINGER TW DIVISION OF WW GRAINGER, INC FET #36-1150280
2200 WEST OGDEN AVENUE (708) 810-9933
LISLE . IL 60532 NU

ORIGINAL INVOICE

NUMBER: 145-347837-0 DATE: 12/07/90 PAGE: 1 OF 1

90

SHIPPEE TO TRIPLE S MACHING 5235 THATCHER RD SOLD TO

TRIPLE S MACHING

CONNERS GROVE IL 60515-4027

5235 THATCHER RD

DOWNERS GROVE IL LOS15-4027

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ORCER COMECTION NUMBER PART DESCRIPTION MANUFACTURER NO. UNIT PRICE TOTAL PRICE EA283-0 1 GALLON MD-40
EA284-8 SPRAY APPL ICATOR 3.30 10.78 2.49 6.60 10.78 4.98

60532

TAX

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TOTAL

23,87

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NUMBER: 145-362665-5  DATE: 10/04/93  PAGE: 1 OF 1  TRIPLE S MACHING  T 5235 THATCHER RD  O DOWNERS GROVE  LIL 60515-4027  CARRIER: DAVE SVAB  ORDER NUMBER  ORDER NUMBER  RELEASE NUMBER  WEIGHT  NO. PIECES  ACCOUNT NUMBER  19  9  136  82-064-183-5	IS ON REVERSE SIDE OUR ORDER TOTAL TOTAL
CARRIER: DAVE SVAB  ORDER NUMBER  RELEASE NUMBER  WEIGHT  NO. PIECES  ACCOUNT NUMBER  19 9 136 82-064-183-5	38.0
DAVE SVAB 19 9 136 82-064-183-5	1
	7.5
2 5A283-0 WD-40, 1 GALLON 2 5A284-8 WD-40,SPRAY APPLICATOR 2 7Z171-5 GAL.WD-40 W/SPRY BOTTL 2 1R416-7 INTAKE FILTER ELEMENT 5.95 11.90 1 6Z010-7 MAPP GAS 7.51 7.51	3
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DATE SHIPPED - 10/04/93 INVOICE SUBTOTAL 45.53 60532 TAX 3.07 TOTAL 48.60	PER # IL
PAY THIS INVOICE AMOUNT DUE \$ 48.60  NO STATEMENT SENT DATE DUE 11/03/1993  PAYABLE IN U.S. DOLLARS TERMS NET 30 DAYS  SEE SALES TERMS AND CONDITIONS ON THE REVERSE	<sub>РКБ</sub> # 362665



5228 SOUTH DANSHER ROAD, COUNTRYSIDE (LA GRANGE) ILLINOIS 60525

. INDUSTRIAL-MILL SUPPLIES

NO.044183 PAGE

1 07/09/91

#### TRIPLE S MACHINING LTD

TRIPLE S MACHINING LTD

	0		906 CALLEVIE LAGRANGE IL	W DR 60525	0	906 CALLEY LAGRANGE I		6C
OR	DER DATE	ACCT. NO.	CUSTOMER P.O.	SM DATE SHIPPED VIA	F.O.B. WR BY			GE
07	/05/91	592200		10 07/09/91 W/C		TERMS NET	Г 10	C
INE	QTY ORDERED	QTY BO	PART NUMBER	DESCRIPTION	QTY SHIPPED	PRICE P/U U	NIT EXT	ENS
1 22	1		NF40101 AA10104	WD40 1 GALLON #4 UNIBIT	1 1	15. 01 E 34. 95 E	EA	
						Ø	Pa 1/1.	5
		<u> </u>	B/O - BACK ORDER	FD ITFMS				···_



INVOICE

NO.:

82927

DATE:

8/29/91

P.O. BOX 764 GENEVA, IL 60134 (708) 232-7900 FAX (708) 232-7915

Triple S 5235 Thatcher

SOLD

TO

5235 Thatcher Downers Grove,

I1. 60515

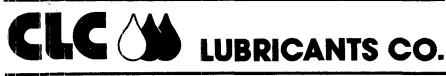
SHIPPED TO:

Same

ORDER DATE	YOUR P.O. NO.	SALESMAN	TERMS	SHIPPI	ED VIA	PPD	COL
8/29/9	l Verbal	Patrick O'Brien	Net 30	Customer	Pick Up	x	
CITY.		DESCRIPTION	N		PRICE	AMO	TNU
1	5-Gallon Pa	il CLC Lube	WL-2		6.20/g	31.00	
					Tax	2.02	
				Total Inv	oice	33.02	
		N -	Illand An Pot	refresser			
			illog or Con	L V			
:							

THE MERCHANDISE HEREIN REFERRED TO IS SOLD WITHOUT WARRANTIES EXPRESS OR IMPLIED. THE CONDITIONS SHALL NOT BE WAIVED OTHER THAN BY AN OFFICER OF THE SELLEI WRITING. THE SELLER HEREBY CERTIFIES, TO THE EXTENT THAT IT IS THE PRODUCER OF THE GOODS COVERED BY THIS INVOICE, THAT SUCH GOODS WERE PRODUCED IN COMPLIANCE V ALL. APPLICABLE REQUIREMENTS OF SECTION 6, 7 and 12 OF THE FAIR LABOR STANDARDS ACT, AS AMENDED, AND ALL REGULATIONS AND ORDERS OF THE ADMINISTRATOR OF THE WA AND HOUR DIVISION ISSUED. UNDER SECTION 14 THEREOF.





P.O. BOX 764 GENEVA, IL 60134 (708) 232-7900 FAX (708) 232-7915 NO.:

92323

9/23/91 DATE:

SOLD CT

Triple S 5235 Thatcher

Downers Grove, Il. 60515 SHIPPED TO:

Same

ORDER	DATE	YOUR P.O. NO.	SALESMAN	TERMS	SHIPPE	D VIA	PPD	COLI
9/1	9/91	Verbal	Pat O'Brien	Net 30	Our Truck	ζ	х	
GTY.			DESCRIPT	TION		PRICE	АМС	DUNT
1		5-Gallon Par	il CLC Lube HO	149-Z		6.46/g	32.3	0
						Tax	2.1	0
					Total Invoice		34.4	0
				Moog or C	byhrlftor			
are and a second				Ó				

THE MERCHANDISE HEREIN REFERRED TO IS SOLD WITHOUT WARRANTIES EXPRESS OR IMPLIED. THE CONDITIONS SHALL NOT BE WAIVED OTHER THAN BY AN OFFICER OF THE SELLEF WRITING. THE SELLER HEREBY CERTIFIES. TO THE EXTENT THAT IT IS THE PRODUCER OF THE GOODS COVERED BY THIS INVOICE, THAT SUCH GOODS WERE PRODUCED IN COMPLIANCE W. ALL. APPLICABLE REQUIREMENTS OF SECTION 6, 7 and 12 OF THE FAIR LABOR STANDARDS ACT, AS AMENDED, AND ALL REGULATIONS AND ORDERS OF THE ADMINISTRATOR OF THE WAG AND HOUR DIVISION ISSUED. UNDER SECTION 14 THEREOF.



5228 SOUTH DANSHER ROAD, COUNTRYSIDE (LA GRANGE) ILLINOIS 60525

. INDUSTRIAL-MILL SUPPLIES

NO053630

1 06/01/92

TRIPLE S MACHINING LTD

TRIPLE S MACHINING LTD

906 CALLEVIEW DR

906 CALLEVIEW DR LAGRANGE IL 60325 LACRANCE IL 605: CUSTOMER P.O. ORDER DATE SM DATE SHIPPED WR BY GEN ACCT. NO. VIA F.O.B. 1/27/92 592200 07 05/27/92 W/C TERMS NET 10 IE CITY ORDERED QTY BO PART NUMBER DESCRIPTION QTY SHIPPED UNIT EXTENSIC H0412 4 1/2" HOLE SAW 32. 95 EA 3: 1 AJ55123 1 2 WD40 1 GALLON 14. 94 1. 1 NF40101 1 EA



INVOICE

NO.:

112324

DATE:

11/23/92

P.O. BOX 764 GENEVA, IL 60134 (708) 232-7900 FAX (708) 232-7915

SOLD

TO.

Triple S 5235 Thatcher Downers Grove, II. 60515 SHIPPED

TO Same

ORDER DATE YOUR P.O. NO. **SALESMAN TERMS** SHIPPED VIA COLL Our Truck 11/19/92 Net 30 Verbal Pat O'Brien X DESCRIPTION PRICE AMOUNT CLC Lube 518 P SAE 30 7.21/g36,05 1 5- Gallon Pail 5- Gallon Pails CLC Lube MO OG 7.16/g107.40 3 143,45 Tax 9.32 Compressor vil Moog och Total Invoice 152.77

THE MERCHANDISE HEREIN REFERRED TO IS SOLD WITHOUT WARRANTIES EXPRESSED OR IMPLIED. THE CONDITIONS SHALL NOT BE WAIVED OTHER THAN BY AN OFFICER OF THE SELLE WRITING. THE SELLER HEREBY CERTIFIES, TO THE EXTENT THAT IT IS THE PRODUCER OF THE GOODS COVERED BY THIS INVOICE, THAT SUCH GOODS WERE PRODUCED IN COMPLIANCE V ALL APPLICABLE REQUIREMENTS OF SECTION 6, 7 and 12 OF THE FAIR LABOR STANDARDS ACT, AS AMENDED, AND ALL REGULATIONS AND ORDERS OF THE ADMINISTRATOR OF THE WA AND HOUR DIVISION ISSUED. UNDER SECTION 14 THEREOF.



INVOICE

NO.: 102943

DATE:

10/29/93

P.O. BOX 764 GENEVA, IL 60134 (708) 232-7900 FAX (708) 232-7915

30\_D TO:

Triple S 5235 Thatcher

Downers Grove, 60515 Il.

SHIPPED

Same

TO:

ORDER DATE	YOUR P.O. NO.	SALESMAN	TERMS	SHIPPE	D VIA	PPD	COLI
: .10/28,	93 Verbal	Pat O'Brien	Net 30	UPS		x	
QTY.		DESCRIPTION	<u> </u>		PRICE	AMO	TNUC
1	5- Gallon Pail	l CLC Coolant 443	30		11,35/g	56,7	75
					Tax	3,6	<del>5</del> 9
i i			and the second second	Total Inv	pice	60.4	14
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THE MERCHANDISE HEREIN REFERRED TO IS SOLD WITHOUT WARRANTIES EXPRESSED OR IMPLIED. THE CONDITIONS SHALL NOT BE WAIVED OTHER THAN BY AN OFFICER OF THE SELLE WHITING. THE SELLER HEREBY CERTIFIES. TO THE EXTENT THAT IT IS THE PRODUCER OF THE GOODS COVERED BY THIS INVOICE, THAT SUCH GOODS WERE PRODUCED IN COMPLIANCE V ALL APPLICABLE REQUIREMENTS OF SECTION 6, 7 and 12 OF THE FAIR LABOR STANDARDS ACT, AS AMENDED, AND ALL REGULATIONS AND ORDERS OF THE ADMINISTRATOR OF THE WA AND HOUF DIVISION ISSUED. UNDER SECTION 14 THEREOF.



# CLC & LUBRICANTS CO.

NO.: **023357** 

DATE: 10/12/95

CUST: 2419

P.O. BOX 764 GENEVA, IL 60134 (708) 232-7900 FAX (708) 232-7915

SOLD TO:

TRIPLE S MACHINING 5235 THATCHER DOWNERS GROVE, IL 60521 SHIPPED TO:

SAME

ORDER	DATE	YOUR P.O. NO.	SALESMAN	TERMS	SHIPPE	ED VIA	P	PD COL
10/12	2/95	DAVE	PAT O'BRIEN	NET 30	OUR TRUCK			X
QTY.	<u>_</u>	·	DESCRI	PTION		PRICE		AMOUNT
4		LUBE MOOG	#6805	n en en kalende produktioner de skriver De la skriver de skriver de skriver		6.0000	/G :	120.
1	5 G!		#11050			10.5000	′G	52.
		i		UBTOTAL SALES			i e pi	172.
		,	T	AX AMOUNT				11.
				NVOICE TOTAL			- 1 Table 1	183.
			W.	ou oil				
				un /10, 13. 11		1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		
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				Gr. Yttsweig ( <u>4</u> 94)			j.	

THE MERCHANDISE HEREIN REFERRED TO IS SOLD WITHOUT WARRANTIES EXPRESSED OR IMPLIED. THE CONDITIONS SHALL NOT BE WAIVED OTHER THAN BY AN OFFICER OF THE SELLE WRITING. THE SELLER HEREBY CERTIFIES, TO THE EXTENT THAT IT IS THE PRODUCER OF THE GOODS COVERED BY THIS INVOICE, THAT SUCH GOODS WERE PRODUCED IN COMPLIANCE WALL APPLICABLE REQUIREMENTS OF SECTION 6, 7 and 12 OF THE FAIR LABOR STANDARDS ACT, AS AMENDED, AND ALL REGULATIONS AND ORDERS OF THE ADMINISTRATOR OF THE WAAND HOUR DIVISION ISSUED. UNDER SECTION 14 THEREOF.

INDUSTRIAL AND COMMERCIAL EQUIPMENT, AND SUPPLIES

2701 OGDEN AVENUE

DOWNERS GROVE IL 60515-1704

TRIPLE S MACHING

5235 THATCHER RD

DOWNERS GROVE IL 60515-4027

ORIGINAL INVOICE

PH# (630) 810-9933

NUMBER: 145-364052-4 DATE: 09/16/96

PAGE: 1 OF 1

ATTN: ACCOUNTS PAYABLE 80 L D TRIPLE S MACHING 5235 THATCHER RD

DOWNERS GROVE IL

60515-4027

Idlathaddas: Shdalllaaddadallabbald

CARRIER: DAVE SVAB

	ORDER NUMBER	RELEASE NUMBER	WEIGHT	NO. PIECES	ACCOU	NT NUMBER
DAVE	ESVAB	,	35	19	136 82	-064-183-5
SHIPPED	BACK BETURN STOCK OF OR CORRECTION NUMBER		ART MANUFAC	TURER NO.	UNIT PRICE	TOTAL PRICE
2	∕ 5A283-0	WD-40, 1 GALLON)			13.06	26.12
1	4F704-3	3/4" WIRE BRUSH			5.28	5.28
1	5X895-5	3/4" WIRE BRUSH			4.82	4.82
15	3V480-3	F96T12/CW/WH LAMP			3.55	53.25

INVOICE SUBTOTAL 89.47 60532 TAX 6.04

TOTAL 95.51

PAY THIS INVOICE AMOUNT DUE 95.51 NO STATEMENT SENT DATE DUE 10/16/1996 PAYABLE IN U.S. DOLLARS **TERMS** NET 30 DAYS

SEE SALES TERMS AND CONDITIONS ON THE REVERSE

INDUSTRIAL AND COMMERCIAL EQUIPMENT, AND SUPPLIES

2701 OGDEN AVENUE

DOWNERS GROVE IL 60515-1704

TRIPLE S MACHING

PH# (630) 810-9933 5235 THATCHER RD

T

DOWNERS GROVE IL 60515-4027

ORIGINAL INVOICE

NUMBER: 145-368271-6

DATE: 10/02/96 PAGE: 1 OF 1

ATTN: ACCOUNTS PAYABLE

SOLD TRIPLE S MACHING

5235 THATCHER RD

60515-4027 DOWNERS GROVE IL

talladla adda allılıdı. İlli andılla dalladı adıllı

CARRIER: KEN SVAB

NO. PIECES ORDER NUMBER RELEASE NUMBER WEIGHT ACCOUNT NUMBER KEN SVAB 136 82-064-183-5 1 SHIPFED BACK RETURN OR CROER CORRECTION STOCK PART NUMBER UNIT PRICE DESCRIPTION MANUFACTURER NO. TOTAL PRICE 3 5A284-8 WD-40, SPRAY APPLICATOR 2.60 7.80

DATE SHIPPED - 10/02/96

INVOICE SUBTOTAL 60532 TAX

7.80 .53

TOTAL

8.33

PAY THIS INVOICE NO STATEMENT SENT PAYABLE IN U.S. DOLLARS

AMOUNT DUE DATE DUE

**TERMS** 

8.33 11/01/1996

NET 30 DAYS

SEE SALES TERMS AND CONDITIONS ON THE REVERSE



#### INVOICE

INVOICE NUMBER	PURCHASE ORDER NO.	DATE ORDERED		
1346640	DAVE	12/22/97		

 Sub-Total:
 174.53

 Shipping & Handling:
 6.73

 Sales Tax:
 11.33

 Total:
 \$192.59

Customer Number: 068218

Bill To:

TRIPLE S MACHINE 5235 THATCHER RD

DOWNERS GROVE, IL 60515-4027

Idladlamblandbladalallambllmbdbabblabl

Ship To: TRIPLE S MACHINE 5235 THATCHER RD

DOWNERS GROVE, IL 60515

We have a new look! If you have any questions or comments about our new invoice please call your local branch or (800) 645-7270

Packing Slip# Invoice Date  1346640 12/22/97		Ship	) Via	Extension					
		U.P.S.		174.53					
Quantity Ordered	Quantity Shipped	Back Ordered	MSC Item/ Description	Manufacturer Item	Yo	ur Item	Price	Extension	Tax
10	10	0	<b>67973081</b> 1/4 X 2-1 3/4 GRIP SNAI	<b>28021</b> P PINS			1.72	17.20	Υ
1	1	0	<b>00264457</b> 1 PINT RED DYKEM LA	<b>80596</b> YOUT FLUID			7.95	7.95	Y
2	2	0	<b>06560650</b> UNIBIT 4 3/16-7/8 SIZE I	10234 UNIBIT STEP DRILLS			30.54	61.08	Y
1	1	0	09511296 @BONUSPAK GALLON	40102 /SPRAY WD-40			11.99	11.99	Y
1	1	0	06551915 PACK OF 144 SIZE 3/8 /	ACID BRUSHES U.S.A.			9.79	9.79	Y
2	2	0	06519755 PR BLK FRAME CLR LE	NS PROTECTIVE EYEWEAR			2.95	5.90	Y
6	6	0	76528264 PR. MED.WEIGHT KEVI	LAR GOLDEN NEEDLES GLOVE	≣S		4.47	26.82	Y
2	2	0	03396694 HB i 1'6"X3/4X032X10RA	<b>11323</b> upc code: 04965911323 KR LSS HARDBACK WELDED I	BLADE		16.90	33.80	Y

#### ARUN ENTERPRISES 2700 OAK BROOK ROAD OAK BROOK, ILLINOIS 60521

PHONE 312/960-3240

February 23, 1989

This is to verify that we have received from Triple S Machining, Ltd., check #1064, for \$1,800.00 which represents one months security deposit and the March, 1989 rent.

N.S. Toor

for ARUN ENTERPRISES

#### ARUN ENTERPRISES

2700 OAK BROOK ROAD

OAK BROOK ILLINOIS 60521

PHONE 312/960-3240

TO: TRIPLE S MACHINING, LTD. 5235 THATCHER ROAD DOWNERS GROVE, IL 60515

DATE:

FEBRUARY 27, 1989

#### **STATEMENT**

TOTAL AM	MOUNT DUE	0.00
PAYMENT RECEIVED		.\$1,800.0
	• • • • • • • • • • • •	900.00
L ESTATE TAXES (See Attached)	{	
MMON AREA MAINTENANCE CHARGES (Se	e Attached)	
SSOCIATION DUES		
AXES		
MAINTENANCE		
		\$ 900.00
	AXES SSOCIATION DUES IMON AREA MAINTENANCE CHARGES (Se L ESTATE TAXES (See Attached)  PAYMENT RECEIVED	AXES SSOCIATION DUES IMON AREA MAINTENANCE CHARGES (See Attached)

#### ARUN ENTERPRISES

2700 OAK BROOK ROAD OAK BROOK ILLINOIS 60521 PHONE 312/960-3240

TO: TRIPLE S MACHINING LTD. 5235 THATCHER ROAD DOWNERS GROVE, IL 60515

DATE: DECEMBER 27, 1989

#### **STATEMENT**

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1
ł
\$ 900.00

WHITE: TENANT'S COPY

CANARY: REMITTANCE COPY

PINK: FILE COPY

#### ARUN ENTERPRISES

2700 OAK BROOK ROAD OAK BROOK, ILLINOIS 60521 PHONE 708/960-3240

TO: TRIPLE S MACHINING 5235 THATCHER ROAD DOWNERS GROVE, IL 60515 DATE:

DECEMBER 28, 1990

#### **STATEMENT**

DATE DUE: 1st of the Month	TOTAL AMOUNT DUE	\$ 925.00
PLEASE RETURN YELLOW COPY WITH REMITTANG	CE	
COMMON AREA MAINTENANCE REAL ESTATE TAXES MERCHANT'S ASSOCIATION DUES BALANCE OF PROPORTIONATE COMMON AREA MAINTENANCE BALANCE OF PROPORTIONATE REAL ESTATE TAXES (See Atta PERCENTAGE RENT PAST DUE OTHER CHARGES		Pd 1/2/91
JANUARY, 1991 RENT	\$ 925.00	

WHITE: TENANT'S COPY

CANARY: REMITTANCE COPY

PINK: FILE COPY

2700 OAK BROOK ROAD OAK BROOK, ILLINOIS 60521

PHONE 708/980-3240

TO: TRIPLE S MACHINING LTD.

5235 THATCHER ROAD

DOWNERS GROVE, IL 60515

DATE: DECEMBER 23, 1991

#### **STATEMENT**

2700 OAKBROOK ROAD OAK BROOK, ILLINOIS 60521 PHONE 708/960-3240

TO: Mr. Kenneth Svab

Triple S Machining Ltd. 5235 Thatcher Road Downers Grove, IL 60515

DATE 01/07/93

### **INVOICE**

	11440		
January 1993	RENT		\$1,000.00
<u> </u>	 HVAC & COMMON AREA M	AINTENANCE ESCROW	4.,,555.55
	REAL ESTATE TAXES ESC		
	ADMINISTRATION FEE		ļ
	PERCENTAGE RENT		
PAST DUE			
			ļ
			1
OTHER			
TE DUE: FIRST	OF THE MONTH	TOTAL AMOUNT DUE:	\$1,000.00

2700 OAKBROOK ROAD OAK BROOK, ILLINOIS 60521 PHONE 708/960-3240

TO:

Mr. Kenneth Svab Triple S Machining Ltd. 5235 Thatcher Road Downers Grove, IL 60515

DATE 01/03/94

## **INVOICE**

January 1994	RENT		\$1,000.00
	HVAC & COMMON AREA M	MAINTENANCE ESCROW	
	REAL ESTATE TAXES ESC	ROW	
	ADMINISTRATION FEE		
	PERCENTAGE RENT		
PAST DUE			
OTHER			
			[
			1
DATE DUE: FIRST (	OF THE MONTH	TOTAL AMOUNT DUE:	\$1,000.00

Please return remittance copy with payment.

2700 OAKBROOK ROAD OAK BROOK, ILLINOIS 60521 PHONE 708/960-3240

TO:

Mr. Kenneth Svab Triple S Machining Ltd. 5235 Thatcher Road Downers Grove, IL 60515

DATE 12/28/94

### **INVOICE**

January 1995	RENT HVAC & COMMON AR REAL ESTATE TAXES ADMINISTRATION FEE PERCENTAGE RENT		\$1,0 <b>00</b> .00
PAST DUE			
OTHER			
ATE DUE: FIRST	OF THE MONTH	TOTAL AMOUNT DUE:	\$1,000.00

Please return remittance copy with payment.

2700 OAKBROOK ROAD OAK BROOK, ILLINOIS 60521 **PHONE 708/960-3240** 

TO: Mr. Kenneth Svab Triple S Machining Ltd. 5235 Thatcher Road Downers Grove, IL 60515

DATE 12/20/95

### **INVOICE**

OTHER
January 1996 RENT \$1,025.00  HVAC & COMMON AREA MAINTENANCE ESCROW  REAL ESTATE TAXES ESCROW  ADMINISTRATION FEE  PERCENTAGE RENT  PAST DUE

Please return remittance copy with payment.

TELL LIT 000V

2700 OAKBROOK ROAD OAK BROOK, ILLINOIS 60521 PHONE 708/960-3240 6454

TO:

Mr. Kenneth Svab
Triple S Machining Ltd.
5235 Thatcher Road
Downers Grove, IL 60515

DATE 12/24/96

### **INVOICE**

ATE DUE:	FIRST OF THE MONTH	TOTAL AMOUNT DUE:	\$1,025.00
OTHER			
PAST DUE	PERCENTAGE RENT		
	REAL ESTATE TAXES ESC ADMINISTRATION FEE	CROW	
January 19	P97 RENT HVAC & COMMON AREA	MAINTENANCE ESCROW	\$1,025.00

Please return remittance copy with payment.

**TENANT COPY** 

2700 OAKBROOK ROAD OAK BROOK, ILLINOIS 60521 PHONE 708/960-3240 9132

TO: Mr. Kenneth Svab
Triple S Machining Ltd.
5235 Thatcher Road
Downers Grove, IL 60515

DATE 12/23/97

## **INVOICE**

January 1998		MAINTENANCE ESCROW	\$1,025.00
	REAL ESTATE TAXES ES  ADMINISTRATION FEE  PERCENTAGE RENT		
PAST DUE			
OTHER			
DATE DUE:	FIRST OF THE MONTH	TOTAL AMOUNT DUE:	\$1,025.00

2700 OAKBROOK ROAD OAK BROOK, ILLINOIS 60521 **PHONE (630) 960-3240**  11528

TO:

Mr. Kenneth Svab Triple S Machining Ltd. 5235 Thatcher Road Downers Grove, IL 60515

DATE 12/22/98

### INVOICE

TE DUE: FIRS	T OF THE MONTH	TOTAL AMOUNT DUE:	\$1,100.00
ОТНЕЯ			
PAST DUE	PERCENTAGE RENT		
	ADMINISTRATION FEE		ļ
	REAL ESTATE TAXES ES	CROW	
	HVAC & COMMON AREA	MAINTENANCE ESCROW	
January 1999	RENT		\$1,100.00
			-

Please return remittance copy with payment.

**TENANT COPY** 

2700 OAKBROOK ROAD OAK BROOK, ILLINOIS 60521 **PHONE (630) 960-3240**  12707

TO:

Mr. Kenneth Svab Triple S Machining Ltd. 5235 Thatcher Road Downers Grove, IL 60515

DATE 06/18/99

### **INVOICE**

DATE DUE:	FIRST OF THE MONTH	TOTAL AMOUNT DUE:	\$1,100.00
OTHER			
PAST DUE	ADMINISTRATION FEE PERCENTAGE RENT		
	HVAC & COMMON AREA N REAL ESTATE TAXES ESC		
July 1999	RENT		\$1,100.00

Please return remittance copy with payment.

**TENANT COPY** 

# INDUSTRIAL BUILDING LEASE TERM OF LEASE

DATE OF LEASE BEGINNING ENDING MONTHLY RENT

FEBRUARY 17, 1989 MARCH 1, 1989 FEBRUARY 28, 1990 \$900.00 PER MONTH

#### LOCATION OF PREMISES:

5235 THATCHER ROAD, DOWNERS GROVE, ILLINOIS 60515

<u>PURPOSE:</u> The premises are leased for office sales, service, warehousing, and light manufacture and assembly activities, but Lessee may use the premises for any reasonable purpose permitted under applicable zoning and building ordinances.

LESSEE: LESSOR:

TRIPLE S MACHINING, LTD. 5235 THATCHER ROAD DOWNERS GROVE, IL 60515 KENNETH D. SVAB

ARUN ENTERPRISES
2700 OAKBROOK ROAD
OAKBROOK, ILLINOIS 60521
(312) 960-3240

In consideration of the mutual covenants and agreements herin stated, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor solely for the above purpose the premises designated above (the "Premises"), together with the appurtenances thereto, for the above term.

- 1. Rent. Lessee shall pay Lessor or Lessor's agent as rent for the Premises the sum stated above, monthly in advnace, until termination of this lease at Lessor's address stated above or such other address as Lessor may designate in writing.
- 2. <u>Condition and Upkeep of Premises</u>. Lessee has examined and knows the condition of the Premises and has received the same in good order and repair, and acknowledges that no representations as to the conditions and repair thereof have been made by Lessor, or his agent, prior to or at the execution of this lease that are not herein

expressed. Lessee will keep the Premises including all appurtenances, in good repair, replacing all broken glass with glass of the same size and quality as that broken, and will replace all damaged plumbing fixtures with others of equal quality, and will keep the Premises, including adjoining alley, in a clean and healthful condition according to the applicable municipal ordinances and the direction of the proper public officers during the term of this lease at Lessee's expense, and upon the termination of this lease, in any way, will yield up the Premises to Lessor, in good condition and repair, loss by fire and other casualty not due to Lessee's negligence and ordinary wear excepted, and will deliver the keys therefore at the place of payment of said rent. However, nothing in this Paragraph shall be interpreted to release Lessor from his obligation under Paragraphs 23 and 24 of this instrument.

#### 3. Lessee Not to Misues; Sublet; Assignment.

Lessee will not allow the Premises to be used for any purpose that will increase the rate of insurance thereon, nor for any purpose other than that herein before specified, and will not load floors with machinery or goods beyond the floor load rating prescribed by applicable municipal ordinances, and will not allow the Premises to be occupied in whole, or in part by any other person, and will not sublet the same or any part thereof, nor assign this lease without in each case the written consent of the Lessor first hand, which consent shall not unreasonably be withheld, and Lessee will not permit any transfer by operation of law of the interest in the Premises acquired through this lease, and will not permit the Premises to be used for any unlawful purpose, or for any purpose that will injure the reputation of the building or increase the fire hazard of the building, or disturb the tenants or the neighborhood, and will not permit the same to remain vacant or unoccupied for more than ten (10) consecutive days; and will not allow any signs, cards or placards to be posted, or placed thereon, nor permit any alteration of or additions to any part of the Premises, except by written consent of Lessor, which consent shall not unreasonably

be withheld; all alterations and additions to the Premises shall remain for the benefit of Lessor unless otherwise provided in the consent aforesaid.

4. Mechanic's Lien. Lessee will not permit any mechanic's lien or liens to be placed upon the Premises during the term hereof, and in case of the filing of any lien caused by Lessee, Lessee will promptly pay same. If default in payment thereof shall continue for thirty (30) days after written notice thereof from Lessor to the Lessee, the Lessor shall have the right and privilege at Lessor's option of paying the same or any portion thereof without inquiry as to the validity thereof and any amounts so paid, including expenses and interest shall be so much additional indebtedness hereunder due from Lessee to Lessor and shall be repaid to Lessor immediately on rendition of bill therefore.

Notwithstanding the above, Lessee shall not be required to pay, discharge or remove any such mechanic's lien or liens so long as Lessee shall in good faith and with reasonable diligence proceed to contest the same or the validity thereof by appropriate legal proceedings which will operated to prevent the collection of such mechanic's lien or liens so contested, or the sale of the Premises or of any part thereof, or any interest therein to satisfy the same, because of the nonpayment of any such lien or liens, provided that Lessee shall deposit with Lessor, upon demand by Lessor at any time, an amount sufficient to pay in full a sum equal to one hundred twenty-five percent (125%) of the amount of such contested mechanic's lien or liens for the purpose of paying and discharging the same in the event Lessee shall be unsuccessful in such contest. Upon the final disposition of any such contest, and upon deliverty to Lessor of evidence showing such disposition, or upon abandonment of such contest by Lessee, Lessor agrees to apply this amount deposited with it toward the payment of such lien or liens, together with all interest and costs thereon, refunding the surplus, if any, to Lessee; provided that if the amount of any such mechanic's lien or liens so contested, as finally determined, plus interest any costs, is in excess of the amount of such deposit, then Lessor shall not be required

to make such payment unless Lessee shall first pay the difference between the amount of such mechanic's lien or liens, interest and costs, and the amount of such deposit, and Lessee covenants and agrees to deposit with Lessor at any time on demand an amount equal to such differences; and Lessor shall have the right (but is not obligated) to pay such difference, and any difference so paid by Lessor shall be and become so much additional rent due from Lessee to Lessor.

- 5. Indemnity for Accidents. Lessee covenants and agrees that he will protect and save and keep the Lessor forever harmless and indemnified against and from any penalty or damages or charges imposed for any violation of any use or occupancy laws or ordinances, whether occasioned by the neglect of Lessee or those holding under Lessee, and that Lessee will at all times protect, indemnify and save and keep harmless the Lessor against and from any and all loss, cost, damage or expense, arising out of or from any accident or other occurrence on or about the Premises, causing injury to any person or property whosoever or whatsoever and will protect, indemnify and save and keep harmless the Lessor against and from any and all claims and against and from any and all loss, cost, damage, or expense arising out of any failure of Lessee in any respect ot comply with and perform all the requirements and provisions hereof.
- 6. Non-Liability of Lessor. Lessor shall not be liable for any damage occasioned by failure to keep the Premises in repair, nor for any damage done or occasioned by or from plumbing, gas or water pipes or sewerage or bursting, leaking or running of any pipes, tank or plumbing fixtures, in, above, upon or about Premises, nor for any damages arising from acts or neglect of any occupants of adjacent or contiguous property; provided that nothing herein contained shall be construed to exempt Lessor from any liability resulting from Lessor's negligence nor release the Lessor from his obligations under Paragraphs 23 and 24 of this instrument.

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- 7. Gas and Electric Charges. Lessee will pay, in addition to the rent above specified, all gas and electric light and power bills taxed, levied, or charged on the Premises for and during the time for which this lease is granted, and incase said bills for gas, electric light and power shall not be paid when due, Lessor shall have the right to pay the same, which amounts so paid, together with any sums paid by Lessor to keep the Premises in a clean and healthy condition, as above specified, are declared to be so much additional rent and payable with the installment of rent next due thereafter.
- The second section of the premises in Repair. Lessor shall not be obliged to incur any expense for repairing any improvements upon said demised Premises or connected therewith, and the Lessee at his own expense will keep all improvements in good repair (injury by fire, or other causes beyond Lessee's reasonable control expected) as well as in good tenantable and wholesome condition (ordinary wear and tear thereof excepted), and will comply with all local or general regulations, laws and ordinances applicable to the use and occupancy of the premises as well as lawful requirements of all competent authorities in that behalf. If Lessee does not make repairs as required hereunder promptly and adequately, Lessor may but need not make such repairs and pay the costs thereof, and such costs shall be so much additional rent immediately due from and payable by Lessee to Lessor. However, nothing in this paragraph shall be interpreted to release Lessor from his obligations under Paragraphs 23 and 24 of this instrument.
- 9. Assignment of Warranties. Lessor assigns all benefits it has under warranties received from manufacturers or contractors to Lessee, insofar as said warranties cover workmanship or equipment to be repaired by Lessee.
- 10. Access to Premises. Lessee will allow Lessor free access to the Premises during normal business hours except in case of emergency for the purpose of examining or exhibiting the same, or

to make any needfull repairs, or alterations thereof which Lessor may see fit to make.

- 11. Abandonment and Reletting. If Lessee shall abandon or vacate the Premises, or if Lessee's right to occupy the Premises be terminated by Lessor by reason of Lessee's breach of any of the covenants herein, the same may be re-let by Lessor for such rent and upon such terms as Lessor may deem fit; and if a sufficient sum shall not thus be realized monthly, after paying the expenses of such re-letting and collecting to satisfy the rent hereby reserved, Lessee agrees to satisfy and pay all deficiency monthly during the remaining period of this lease.
- this lease by lapse of time or otherwise yield up immediate possession to Lessor, and failing to do, will pay as liquidated damages, for the whole time such possession is withheld, the sum of FORTY (\$40.00) DOLLARS per day; but the provisions of this clause shall not be held as a waiver by Lessor of any right of re-entry as hereinafter set forth, nor shall the receipt of the said rent or any part thereof, or any other act in apparent affirmance of tenancy, operate as a waiver of the right to forfeit this lease and the term hereby granted for the period still unexpired, for the breach of any of the covenants herein.
- or used on the Premises any inflammable or explosive liquids or materials save such be necessary for use in the business of the Lessee, and in such case, any such substances shall be delivered and stored in amount, and used, in accordance with the rules of the applicable Board of Underwriters and statutes and ordinances now or hereafter in force.
- 14. Reentry. If the Lessee defaults in the payment of rent and payment shall not have been made within five (5) days after

notice thereof in writing to Lessee, or if Lessee defaults in the prompt and full performance of its covenants herein contained and such default shall continue for fifteen (15) days after notice thereof in writing to Lessee, then and in such event it shall be lawful for Lessor at Lessor's election to declare said term ended and to re-enter the demised Premises or any part thereof, with or without process of law, and to remove Lessee, or any persons occupying the same, without process of law, and to remove Lessee, or any persons occupying the same, without prejudices to any remedies which might otherwise be used for arrears of rent.

- 15. <u>Fire and Casualty</u>. If the demised Premises and/or the remiander of the building or a portion thereof are made untenantable by fire or other casualty, the Lessor may elect;
  - (a) to terminate this lease as of the date of the fire or casualty by notice to the Lessee within thirty (30) days after that date, or
  - (b) to repair, restore or rehabilitiate the building and/or the demised Premises at the Lessor's expense within sixty (60) days after the date of the fire or casualty in which latter event the lease shall not terminate but rent shall be abated on a per diem basis while the demised Premises are untenantable. If the Lessor elects to the repair, restore, or rehabilitate the building and the demised Presmises and does not complete the work within said sixty (60) day period, Lessee may in addition to other remedies Lessee may have, terminate this lease as of the date of the fire or casualty by notice given thereafter to the other party no later than ninety (90) days after the date of the fire or casualty. In event of the termination of the lease pursuant to this paragraph 15, rent shall be apportioned on a per diem basis and shall be paid only to the date of the fire or casualty.

- 16. Payment of Fees. Lessee will pay and discharge all reasonable costs, attorney's fees and expenses that may be incurred by Lessor, in enforcing the covenants and agreements of this lease, and this lease and all covenants and agreements herein contained shall be binding upon, apply, and insure to their respective heirs, executors, successors, administrators, and assigns of all parties to this lease.
- demised premises, no alterations or additions shall be made by Lessee during the lease term in or to the premises without the consent of Lessor first being obtained in writing; if any such alterations or additions are made; they shall become a part of the demised premises and the property of the Lessor unless otherwise provided for in the consent reffered to above.
- 18. Fire and Extended Coverage Insurance Rates. If Lessee's use increases the premium for fire insurance or any other insurance according to the Illinois Inspection and Rating Bureau or any other rating organization, then and in that event the Lessee agrees to pay said additional premium to the Lessor immediately upon Lessor's submitting a bill to Lessee for such increases.
- and expenses procure and maintain liability insurance in full force and effect during the term of the lease in form and in insurance companies licensed to do business in the State of Illinois. Such policies or policy shall provide insurance for all claims or damages arising out of or from any accident or other occurrence resulting in bodily injury, death, and damage to property, on or about the Premises, passageways and roads adjoining whether occasioned by neglect or omission of the Lessee or anyone at any level who performs work for the Lessee.

Certificates of insurance naming Lessor as additional insured evidencing that at least the following kinds and limits of liability insurance are in full force and effect and, that in the event the insurance may be materially changed or cancelled at a later date, ten (10) days advance written notice shall be mailed to the Lessor.

KIND
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LIMITS OF LIABILITY

Comprehensive General Liability

Bodily injury including death therefrom

Property Damage

- \$ 100,000.00 each person 300,000.00 each occurance
- \$ 100,000.00 each accident 100,000.00 in the aggregate for all accidents

Notwithstanding anything herein contained to the contrary, it is specifically understood and agreed that the Lessee hereby releases Lessee from any claims which either party may have against the other, to the extent of recovery of insurance proceeds for any loss, damage or injury, irrespective of the degree of negligence on the part of either the Lessee of Lessor.

20. <u>Subordination</u>. Lessee agrees that from time to time, upon not less than five (5) days prior request by Lessor, it will deliver to Lessor a statement in writing, certifying:

That this Lease is unmodified and in full force and effect (or if there have been modifications that the Lease, as modified, is in full force and effect). The dates to which rent and other charges have been paid; and the Lessor is not in default under any provisions of this Lease or, if in default the nature thereof in detail.

This Lease shall be subject and subordinate at all times to the lien of any existing mortgage or mortgages and of mortgages which hereafter may be made a lien on Site and/or Building, provided only that Lessor has obtained a nondisturbance instrument from its mortgages on each such mortgage. Each nondisturbance agreement shall provide that so long as Lessee is not in default under this Lease, its possession of Leased Premises and its rights and privileges hereunder shall not be interfered with by the mortgagee or any pruchaser upon a foreclosure of such mortgage.

Although no instrument or act on the part of the Lessee shall be necessary to affectuate subordination to mortgages for which nondisturbance agreements have been obtained, the Lessee shall nevertheless execute and deliver such further instruments subordinating this Lease to the lien of any such mortgages as may be desired by the mortgagee.

- 21. <u>Cancellation</u>. The term of this lease may be terminated at the sole option of the Lessor upon five (5) days notice in writing, not-withstanding anything to the contrary herein contained, upon the happening of any of the following events:
  - (a) Assignment by Lessee for the benefit of creditors;
  - (b) The filing by or against Lessee of a Petition in Bankruptcy;
  - (c) The adjudication of Lessee as a bankrupt, either by voluntary or involuntary proceeding.

Upon termination of this lease for these reasons, the demised premises shall revert to the Lessor.

22. Real Estate Tax. In addition to any other obligations of Lessor hereunder, Lessor covenants and agrees to pay, when due, all real estate taxes and special assessments levied upon or assessed against the building (and the "real estate" upon which the building is situated), provided that in the event the general real estate taxes assessed against said real estate and building for calendar year 1987 and any year thereafter during the term of the Agreement or any extension thereof shall exceed the general real estate taxes foresaid land and building for calender year 1987 (the "base year"), Lessee agrees to pay, as additional rental hereunder, 4.7% of the amount of such increase. Lessee, without limitation of the foregoing, shall be required to pay only a pro-rate portion of the additional taxes levied for or accruing during the calendar year in which the term of this lease shall end, or in the event of any extension of the lease, in the calendar year in which this lease as extended shall terminate; the proration of such additional rental being made as of the time Lessee shall surrender possession of said demised It is further understood that, except for taxes levied or assessed as herein provided, nothin herein shall be deemed to require

payment by Lessee of any tax, charge or other imposition which may be charged or assessed to Lessor or any tax upon the sale, transfer or assignment of the title or estate of Lessor which at any time may be assessed against or become a lien upon the demised Premises, this leasehold or the rent obtained therefrom. Lessor covenants and agrees that it shall obtain a separate tax bill assessing only the real estate and building of which the demised Premises are a part for each calendar year during the term hereof or any extension thereof, including without limitation, calendar year 1987 that it shall promptly after receipt thereof furnish Lessee with a copy thereof together with its computation (in accordance with the provisions of the Paragraph 22) of the respective portion of each such bill to be paid by each of the parties hereto. Lessee covenants and agrees that upon receipt of a copy of each year's tax bill and Lessor's computation, as aforesaid, it shall, if such computation has been made in accordance with the provisions of this Paragraph, promptly remit its portion of said bill to Lessor.

- 23. <u>Maintenance by Lessor</u>. During the term of this lease and any extension thereof, Lessor covenants and agrees to cause the Premises to be adequately equipped with facilities for hot and cold water, gas and lighting. Further, Lessor covenants to:
  - (a) Maintain the ladscaping and do snow removal.
  - (b) Repair or cure all defects which shall appear, during the term of the lease and any extension thereof in the construction of the building or in the heating, air-conditioning, plumbing, drainage, and electrical systems, contained in and on the premises, and the outside pavement of the Premises, except normal settlement cracks.
  - (c) During the term of this lease, make all necessary repairs or replacements to the roof, supporting members and exterior walls of the building; and provided, however, in each case, that Lessee, upon Lessee's actual discovery of any such defect, promptly and deligently shall have given Lessor written notice thereof.

If Lessor shall fail, in accordance with the foregoing provisions of this Paragraph 23, to make the repairs or replacements required by the forgoing provisions of the Paragraph, to be made by it, the Lessee may, on no less than thirty (30) days prior written notice thereof to the Lessor,

make said repairs or replacements and upon demand Lessor shall pay to Lessee, or Lessee may withhold from rent payable hereunder, all sums reasonably spent by it in making said repairs or replacements. Lessor shall have no liability under this Paragraph with respect to any matter arising from the act or neglect of Lessee or with respect to any item not constructed or placed upon the Premises by Lessor.

- 24. Condition fo Premises. Lessor warrants and represents that the Premises are structurally sound; that the heating, airconditioning, plumbing, sprinkler, electrical and drainage systems are in good operating condition; and that the Premises, including all appurtenances, are in good order and repair, and in safe condition.

  Lessor further warrants that the condition of the Premises, including all appurtenances, is in compliance with all local or general regulations, laws and ordinances applicable thereto, as well as lawful requirements of all competent authorities in the behalf. Lessor assign to Lessee the benefit of all warranties received from manufacturers or contractors on all materials, fixtures and construction which Lessor may now have and agrees to keep the same in full force and effect.
- 25. <u>Condemnation</u>. If the Premises, or a portion thereof, which in the opinion of the Lessee would render the remaining Premises untenantable shall be taken or condemned by any competent authority for any public use or purpose, than at the election of the Lessee, exercisable by notice in writing at least thirty (30) days prior to the date of vesting of title in the condemnation authority, this lease shall terminate, the date of termination to be the date when the possession of the portion so taken shall be required for such use or purpose. The renta payable hereunder shall be apportioned as of the date of such termination. Nothing herein shall preclude Lessee from proving its damages and receiving its award as to leasehold improvements.

If a portion of the Premises shall have been taken and if this lease shall continue, then in that event, the Lessor agrees, at the Lessor's cost and expense, to immediately restore the building on the land remaining to a complete unit of like quality and character as existed prior to such taking, all rent shall abate during the period of demolition and restoration, and thereafter the rent shall be reduced in the ratio that the ground floor area of the part of the Premises taken bears to the ground floor area of the Premises before such taking.

- 26. Quiet Enjoyment. Lessor covenants and warrants that it is lawfully seized in fee of the demised Premises and that, it will deliver possession of the Premises free and clear of all rights of others. Lessor further covenants that, upon paying the rent provided for herein, and upon performing the covenants and agreements of this lease to be performed by Lessee will have, hold, and enjoy quiet and peaceful enjoyment and possession of said Premises, and that Lessor shall warrant and defend Lessee in the peaceful and quiet enjoyment of said demised Premises against the claims of all persons throughout the term of this lease and any extension thereof, except claims of third parties claiming by, through or under this lease, or arising through or by reason of acts or conduct of Lessee.
- 27. Waiver of Subrogation. Each of the parties hereby waives any and all rights of recovery against the other or against any other tenant or occupancy of the building, or against the officers, employees, agents, representatives, customers and business visitors of such other party or of such other tenant or occupancy of the building, for loss of or damage to such waiving party or its property or the property of others under its control, arising from any cause insured against under the standard form of fire insurance policy with all permissible extension endorsements covering additional perils or under any other policy of insurance carried by waiving party in lieu of such fire policy.

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Parking Area. Lessee agrees to conform with any reasonable rules and regulations Lessor may establish from time to time in connection with parking area and driveway. 29. Decorating. Lessee at its own expense will do any additional interior decorating Lessee deems necessary.

Janitorial Service and Garbage Removal. Lessee at its own expense shall provide its own janitorial service and garbage removal.

31. Signs. Lessee at its own expense shall install signs in only places designated, and of material, size and shape approved by Lessor

32. Notice. Notice or other writing which either party is required to, or may wish to send to the other in connections with this lease, shall be inwriting and shall be delivered personally or sent by U. S. Registered or Certified Mail, return receipt required, addressed as follows:

> (a) If to Lessor: Arun Enterprises 2700 Oakbrook Road Oakbrook, Illinois 60521

(b) If to Lessee: TRIPLE S MACHINING, LTD. 5235 THATCHER ROAD DOWNERS GROVE, IL 60515

or to such other address as either party may from time to time designate ina written notice to the other. A notice served by mail shall be deemed to be served on the date when such notice is deposited in the United States Mail.

33. Chairs and Floor Pads. Lessee is required to place under every chair that has rollers or casters an appropriate chair and floor mat thereby protecting the carpet from the excessive wear caused by the rollers or casters.

34. Option to Renew. Lessee shall have the option to extend the within lease for one (1) additional period of ONE YEAR by giving written notice to Lessor ninety (90) days prior to the termination of within lease.

35. Security Deposits. The Lessee has deposited with the Lessor the sum of NINE HUNDRED AND 00/100 (\$900.00)

Dollars as security for the full and faithful performance by the Lessee of all the terms of this lease required to be performed by the Lessee.

Such sum shall be returned to the Lessee after the expiration of this lease, provided the Lessee has fully and faithfully carried out all of its terms. In the event of a bona fide sale of the property of which the leased premises are a part the Lessor shall have the right to transfer such security to the purchaser to be held under the terms of this lease, and the Lessor shall be released from all liability for the return of such security to the Lessee.

BY Henneth & Stab
ATTEST: Keelest J Svab
ARUN ENTERPRISES, INC.
N.S. TOOR FOR ARUN ENTERPRISES, INC.
ATTEST:

LESSOR AND LESSEE hereby mutually waive to each other any right of subrogation which any insurance carrier of each of them, may at any time have or assert, by reason of any loss which may occur as to the property of each of them, either within the demised premises or the building of which the demised premises is a part. The waiver is conditioned, however, on its having no effect on the validity of coverage of such insurance policies.

Kerneth & Erab
LESSEE
Nerbert J. Luah
M.S. Son

LESSOR N.S. TOOR

FOR ARUN ENTERPRISES

### INDUSTRIAL BUILDING LEASE TERM OF LEASE

DATE OF LEASE

BEGINNING

ENDING

MONTHLY RENT

JANUARY 8, 1990

MARCH 1, 1990

FEBRUARY 28, 1991 \$925.00 PER MONTH

#### LOCATION OF PREMISES:

5235 THATCHER ROAD, DOWNERS GROVE, ILLINOIS 60515

PURPOSE: The premises are leased for office sales, service, warehousing, and light manufacture and assembly activities, but Lessee may use the premises for any reasonable purpose permitted under applicable zoning and building ordinances.

#### LESSEE:

TRIPLE S MACHINING, LTD. 5235 THATCHER ROAD DOWNERS GROVE, IL 60515 KENNETH D. SVAB 325-9537

#### LESSOR:

ARUN ENTERPRISES 2700 OAKBROOK ROAD OAKBROOK, ILLINOIS 60521 (312) 960-3240

In consideration of the mutual covenants and agreements herin stated, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor solely for the above purpose the premises designated above (the "Premises"), together with the appurtenances thereto, for the above term.

- 1. Rent. Lessee shall pay Lessor or Lessor's agent as rent for the Premises the sum stated above, monthly in advnace, until termination of this lease at Lessor's address stated above or such other address as Lessor may designate in writing.
  - 2. Condition and Upkeep of Premises. Lessee has examined and knows the condition of the Premises and has received the same in good order and repair, and acknowledges that no representations as to the conditions and repair thereof have been made by Lessor, or his agent, prior to or at the execution of this lease that are not herein

expressed. Lessee will keep the Premises including all appurtenances, in good repair, replacing all broken glass with glass of the same size and quality as that broken, and will replace all damaged plumbing fixtures with others of equal quality, and will keep the Premises, including adjoining alley, in a clean and healthful condition according to the applicable municipal ordinances and the direction of the proper public officers during the term of this lease at Lessee's expense, and upon the termination of this lease, in any way, will yield up the Premises to Lessor, in good condition and repair, loss by fire and other casualty not due to Lessee's negligence and ordinary wear excepted, and will deliver the keys therefore at the place of payment of said rent. However, nothing in this Paragraph shall be interpreted to release Lessor from his obligation under Paragraphs 23 and 24 of this instrument.

#### 3. Lessee Not to Misues; Sublet; Assignment.

Lessee will not allow the Premises to be used for any purpose that will increase the rate of insurance thereon, nor for any purpose other than that herein before specified, and will not load floors with machinery or goods beyond the floor load rating prescribed by applicable municipal ordinances, and will not allow the Premises to be occupied in whole, or in part by any other person, and will not sublet the same or any part thereof, nor assign this lease without in each case the written consent of the Lessor first hand, which consent shall not unreasonably be withheld, and Lessee will not permit any transfer by operation of law of the interest in the Premises acquired through this lease, and will not permit the Premises to be used for any unlawful purpose, or for any purpose that will injure the reputation of the building or increase the fire hazard of the building, or disturb the tenants or the neighborhood, and will not permit the same to remain vacant or unoccupied for more than ten (10) consecutive days; and will not allow any signs, cards or placards to be posted, or placed thereon, nor permit any alteration of or additions to any part of the Premises, except by written consent of Lessor, which consent shall not unreasonably

be withheld; all alterations and additions to the Premises shall remain for the benefit of Lessor unless otherwise provided in the consent aforesaid.

4. Mechanic's Lien. Lessee will not permit any mechanic's lien or liens to be placed upon the Premises during the term hereof, and in case of the filing of any lien caused by Lessee, Lessee will promptly pay same. If default in payment thereof shall continue for thirty (30) days after written notice thereof from Lessor to the Lessee, the Lessor shall have the right and privilege at Lessor's option of paying the same or any portion thereof without inquiry as to the validity thereof and any amounts so paid, including expenses and interest shall be so much additional indebtedness hereunder due from Lessee to Lessor and shall be repaid to Lessor immediately on rendition of bill therefore.

Notwithstanding the above, Lessee shall not be required to pay, discharge or remove any such mechanic's lien or liens so long as Lessee shall in good faith and with reasonable diligence proceed to contest the same or the validity thereof by appropriate legal proceedings. which will operated to prevent the collection of such mechanic's lien or liens so contested, or the sale of the Premises or of any part thereof, or any interest therein to satisfy the same, because of the nonpayment of any such lien or liens, provided that Lessee shall deposit with Lessor, upon demand by Lessor at any time, an amount sufficient to pay in full a sum equal to one hundred twenty-five percent (125%) of the amount of such contested mechanic's lien or liens for the purpose of paying and discharging the same in the event Lessee shall be unsuccessful in such contest. Upon the final disposition of any such contest, and upon deliverty to Lessor of evidence showing such disposition, or upon abandonment of such contest by Lessee, Lessor agrees to apply this amount deposited with it toward the payment of such lien or liens, together with all interest and costs thereon, refunding the surplus, if any, to Lessee; provided that if the amount of any such mechanic's lien or liens so contested, as finally determined, plus interest any costs, is in excess of the amount of such deposit, then Lessor shall not be required

to make such payment unless Lessee shall first pay the difference between the amount of such mechanic's lien or liens, interest and costs, and the amount of such deposit, and Lessee covenants and agrees to deposit with Lessor at any time on demand an amount equal to such differences; and Lessor shall have the right (but is not obligated) to pay such difference, and any difference so paid by Lessor shall be and become so much additional rent due from Lessee to Lessor.

- 5. Indemnity for Accidents. Lessee covenants and agrees that he will protect and save and keep the Lessor forever harmless and indemnified against and from any penalty or damages or charges imposed for any violation of any use or occupancy laws or ordinances, whether occasioned by the neglect of Lessee or those holding under Lessee, and that Lessee will at all times protect, indemnify and save and keep harmless the Lessor against and from any and all loss,cost, damage or expense, arising out of or from any accident or other occurrence on or about the Premises, causing injury to any person or property whosoever or whatsoever and will protect, indemnify and save and keep harmless the Lessor against and from any and all claims and against and from any and all loss, cost, damage, or expense arising out of any failure of Lessee in any respect ot comply with and perform all the requirements and provisions hereof.
- 6. <u>Non-Liability of Lessor</u>. Lessor shall not be liable for any damage occasioned by failure to keep the Premises in repair, nor for any damage done or occasioned by or from plumbing, gas or water pipes or sewerage or bursting, leaking or running of any pipes, tank or plumbing fixtures, in, above, upon or about Premises, nor for any damages arising from acts or neglect of any occupants of adjacent or contiguous property; provided that nothing herein contained shall be construed to exempt Lessor from any liability resulting from Lessor's negligence nor release the Lessor from his obligations under Paragraphs 23 and 24 of this instrument.

- 7. Gas and Electric Charges. Lessee will pay, in addition to the rent above specified, all gas and electric light and power bills taxed, levied, or charged on the Premises for and during the time for which this lease is granted, and incase said bills for gas, electric light and power shall not be paid when due, Lessor shall have the right to pay the same, which amounts so paid, together with any sums paid by Lessor to keep the Premises in a clean and healthy condition, as above specified, are declared to be so much additional rent and payable with the installment of rent next due thereafter.
- 8. Keep Premises in Repair. Lessor shall not be obliged to incur any expense for repairing any improvements upon said demised Premises or connected therewith, and the Lessee at his own expense will keep all improvements in good repair (injury by fire, or other causes beyond Lessee's reasonable control expected) as well as in good tenantable and wholesome condition (ordinary wear and tear thereof excepted), and will comply with all local or general regulations, laws and ordinances applicable to the use and occupancy of the premises as well as lawful requirements of all competent authorities in that behalf. If Lessee does not make repairs as required hereunder promptly and adequately, Lessor may but need not make such repairs and pay the costs thereof, and such costs shall be so much additional rent immediately due from and payable by Lessee to Lessor. However, nothing in this paragraph shall be interpreted to release Lessor from his obligations under Paragraphs 23 and 24 of this instrument.
- 9. Assignment of Warranties. Lessor assigns all benefits it has under warranties received from manufacturers or contractors to Lessee, insofar as said warranties cover workmanship or equipment to be repaired by Lessee.
- 10. Access to Premises. Lessee will allow Lessor free access to the Premises during normal business hours except in case of emergency for the purpose of examining or exhibiting the same, or

to make any needfull repairs, or alterations thereof which Lessor may see fit to make.

- or vacate the Premises, or if Lessee's right to occupy the Premises be terminated by Lessor by reason of Lessee's breach of any of the covenants herein, the same may be re-let by Lessor for such rent and upon such terms as Lessor may deem fit; and if a sufficient sum shall not thus be realized monthly, after paying the expenses of such re-letting and collecting to satisfy the rent hereby reserved, Lessee agrees to satisfy and pay all deficiency monthly during the remaining period of this lease.
- 12. Holding Over. Lessee will, at the termination of this lease by lapse of time or otherwise yield up immediate possession to Lessor, and failing to do, will pay as liquidated damages, for the whole time such possession is withheld, the sum of FORTY (\$40.00) DOLLARS per day; but the provisions of this clause shall not be held as a waiver by Lessor of any right of re-entry as hereinafter set forth, nor shall the receipt of the said rent or any part thereof, or any other act in apparent affirmance of tenancy, operate as a waiver of the right to forfeit this lease and the term hereby granted for the period still unexpired, for the breach of any of the covenants herein.
- 13. Extra Fire Hazard. There shall not be allowed, kept, or used on the Premises any inflammable or explosive liquids or materials save such be necessary for use in the business of the Lessee, and in such case, any such substances shall be delivered and stored in amount, and used, in accordance with the rules of the applicable Board of Underwriters and statutes and ordinances now or hereafter in force.
- 14. Reentry. If the Lessee defaults in the payment of rent and payment shall not have been made within five (5) days after

notice thereof in writing to Lessee, or if Lessee defaults in the prompt and full performance of its covenants herein contained and such default shall continue for fifteen (15) days after notice thereof in writing to Lessee, then and in such event it shall be lawful for Lessor at Lessor's election to declare said term ended and to re-enter the demised Premises or any part thereof, with or without process of law, and to remove Lessee, or any persons occupying the same, without process of law, and to remove Lessee, or any persons occupying the same, without prejudices to any remedies which might otherwise be used for arrears of rent.

- 15. Fire and Casualty. If the demised Premises and/or the remiander of the building or a portion thereof are made untenantable by fire or other casualty, the Lessor may elect;
  - (a) to terminate this lease as of the date of the fire or casualty by notice to the Lessee within thirty (30) days after that date, or
  - (b) to repair, restore or rehabilitiate the building and/or the demised Premises at the Lessor's expense within sixty (60) days after the date of the fire or casualty in which latter event the lease shall not terminate but rent shall be abated on a per diem basis while the demised Premises are untenantable. If the Lessor elects to the repair, restore, or rehabilitate the building and the demised Presmises and does not complete the work within said sixty (60) day period, Lessee may in addition to other remedies Lessee may have, terminate this lease as of the date of the fire or casualty by notice given thereafter to the other party no later than ninety (90) days after the date of the fire or casualty. In event of the termination of the lease pursuant to this paragraph 15, rent shall be apportioned on a per diem basis and shall be paid only to the date of the fire or casualty.

- 16. Payment of Fees. Lessee will pay and discharge all reasonable costs, attorney's fees and expenses that may be incurred by Lessor, in enforcing the covenants and agreements of this lease, and this lease and all covenants and agreements herein contained shall be binding upon, apply, and insure to their respective heirs, executors, successors, administrators, and assigns of all parties to this lease.
- demised premises, no alterations or additions shall be made by Lessee during the lease term in or to the premises without the consent of Lessor first being obtained in writing; if any such alterations or additions are made; they shall become a part of the demised premises and the property of the Lessor unless otherwise provided for in the consent reffered to above.
- 18. Fire and Extended Coverage Insurance Rates. If Lessee's use increases the premium for fire insurance or any other insurance according to the Illinois Inspection and Rating Bureau or any other rating organization, then and in that event the Lessee agrees to pay said additional premium to the Lessor immediately upon Lessor's submitting a bill to Lessee for such increases.
- and expenses procure and maintain liability insurance in full force and effect during the term of the lease in form and in insurance companies licensed to do business in the State of Illinois. Such policies or policy shall provide insurance for all claims or damages arising out of or from any accident or other occurrence resulting in bodily injury, death, and damage to property, on or about the Premises, passageways and roads adjoining whether occasioned by neglect or omission of the Lessee or anyone at any level who performs work for the Lessee.

Certificates of insurance naming Lessor as additional insured evidencing that at least the following kinds and limits of liability insurance are in full force and effect and, that in the event the insurance may be materially changed or cancelled at a later date, ten (10) days advance written notice shall be mailed to the Lessor.

KIND		LIMITS OF LIABILITY
Comprehensive General Liability		
Bodily injury including death therefrom		\$ 100,000.00 each person 300,000.00 each occurance
Property Damage	*	\$ 100,000.00 each accident 100,000.00 in the aggregate for all accidents

Notwithstanding anything herein contained to the contrary, it is specifically understood and agreed that the Lessee hereby releases Lessee from any claims which either party may have against the other, to the extent of recovery of insurance proceeds for any loss, damage or injury, irrespective of the degree of negligence on the part of either the Lessee of Lessor.

20. <u>Subordination</u>. Lessee agrees that from time to time, upon not less than five (5) days prior request by Lessor, it will deliver to Lessor a statement in writing, certifying:

That this Lease is unmodified and in full force and effect (or if there have been modifications that the Lease, as modified, is in full force and effect). The dates to which rent and other charges have been paid; and the Lessor is not in default under any provisions of this Lease or, if in default the nature thereof in detail.

This Lease shall be subject and subordinate at all times to the lien of any existing mortgage or mortgages and of mortgages which hereafter may be made a lien on Site and/or Building, provided only that Lessor has obtained a nondisturbance instrument from its mortgages on each such mortgage. Each nondisturbance agreement shall provide that so long as Lessee is not in default under this Lease, its possession of Leased Premises and its rights and privileges hereunder shall not be interfered with by the mortgagee or any pruchaser upon a foreclosure of such mortgage.

Although no instrument or act on the part of the Lessee shall be necessary to affectuate subordination to mortgages for which nondisturbance agreements have been obtained, the Lessee shall nevertheless execute and deliver such further instruments subordinating this Lease to the lien of any such mortgages as may be desired by the mortgagee.

- 21. <u>Cancellation</u>. The term of this lease may be terminated at the sole option of the Lessor upon five (5) days notice in writing, not-withstanding anything to the contrary herein contained, upon the happening of any of the following events:
  - (a) Assignment by Lessee for the benefit of creditors;
  - (b) The filing by or against Lessee of a Petition in Bankruptcy;
  - (c) The adjudication of Lessee as a bankrupt, either by voluntary or involuntary proceeding.

Upon termination of this lease for these reasons, the demised premises shall revert to the Lessor.

22. Real Estate Tax. In addition to any other obligations of Lessor hereunder, Lessor covenants and agrees to pay, when due, all real estate taxes and special assessments levied upon or assessed against the building (and the "real estate" upon which the building is situated), provided that in the event the general real estate taxes assessed against said real estate and building for calendar year 1987 and any year thereafter during the term of the Agreement or any extension thereof shall exceed the general real estate taxes foresaid land and building for calender year 1987 (the "base year"), Lessee agrees to pay, as additional rental hereunder, 4.7% of the amount of such increase. Lessee, without limitation of the foregoing, shall be required to pay only a pro-rate portion of the additional taxes levied for or accruing during the calendar year in which the term of this lease shall end, or in the event of any extension of the lease, in the calendar year in which this lease as extended shall terminate; the proration of such additional rental being made as of the time Lessee shall surrender possession of said demised It is further understood that, except for taxes levied or Premises. assessed as herein provided, nothin herein shall be deemed to require

payment by Lessee of any tax, charge or other imposition which may be charged or assessed to Lessor or any tax upon the sale, transfer or assignment of the title or estate of Lessor which at any time may be assessed against or become a lien upon the demised Premises, this leasehold or the rent obtained therefrom. Lessor covenants and agrees that it shall obtain a separate tax bill assessing only the real estate and building of which the demised Premises are a part for each calendar year during the term hereof or any extension thereof, including without limitation, calendar year 1987 that it shall promptly after receipt thereof furnish Lessee with a copy thereof together with its computation (in accordance with the provisions of the Paragraph 22) of the respective portion of each such bill to be paid by each of the parties hereto. Lessee covenants and agrees that upon receipt of a copy of each year's tax bill and Lessor's computation, as aforesaid, it shall, if such computation has been made in accordance with the provisions of this Paragraph, promptly remit its portion of said bill to Lessor.

- 23. <u>Maintenance by Lessor</u>. During the term of this lease and any extension thereof, Lessor covenants and agrees to cause the Premises to be adequately equipped with facilities for hot and cold water, gas and lighting. Further, Lessor covenants to:
  - (a) Maintain the ladscaping and do snow removal.
  - (b) Repair or cure all defects which shall appear, during the term of the lease and any extension thereof in the construction of the building or in the heating, airconditioning, plumbing, drainage, and electrical systems, contained in and on the premises, and the outside pavement of the Premises, except normal settlement cracks.
  - (c) During the term of this lease, make all necessary repairs or replacements to the roof, supporting members and exterior walls of the building; and provided, however, in each case, that Lessee, upon Lessee's actual discovery of any such defect, promptly and deligently shall have given Lessor written notice thereof.

If Lessor shall fail, in accordance with the foregoing provisions of this Paragraph 23, to make the repairs or replacements required by the forgoing provisions of the Paragraph, to be made by it, the Lessee may, on no less than thirty (30) days prior written notice thereof to the Lessor,

make said repairs or replacements and upon demand Lessor shall pay to Lessee, or Lessee may withhold from rent payable hereunder, all sums reasonably spent by it in making said repairs or replacements. Lessor shall have no liability under this Paragraph with respect to any matter arising from the act or neglect of Lessee or with respect to any item not constructed or placed upon the Premises by Lessor.

- 24. <u>Condition fo Premises</u>. Lessor warrants and represents that the Premises are structurally sound; that the heating, airconditioning, plumbing, sprinkler, electrical and drainage systems are in good operating condition; and that the Premises, including all appurtenances, are in good order and repair, and in safe condition.

  Lessor further warrants that the condition of the Premises, including all appurtenances, is in compliance with all local or general regulations, laws and ordinances applicable thereto, as well as lawful requirements of all competent authorities in the behalf. Lessor assign to Lessee the benefit of all warranties received from manufacturers or contractors on all materials, fixtures and construction which Lessor may now have and agrees to keep the same in full force and effect.
- 25. Condemnation. If the Premises, or a portion thereof, which in the opinion of the Lessee would render the remaining Premises untenantable shall be taken or condemned by any competent authority for any public use or purpose, than at the election of the Lessee, exercisable by notice in writing at least thirty (30) days prior to the date of vesting of title in the condemnation authority, this lease shall terminate, the date of termination to be the date when the possession of the portion so taken shall be required for such use or purpose. The renta payable hereunder shall be apportioned as of the date of such termination. Nothing herein shall preclude Lessee from proving its damages and receiving its award as to leasehold improvements.

If a portion of the Premises shall have been taken and if this lease shall continue, then in that event, the Lessor agrees, at the Lessor's cost and expense, to immediately restore the building on the land remaining to a complete unit of like quality and character as existed prior to such taking, all rent shall abate during the period of demolition and restoration, and thereafter the rent shall be reduced in the ratio that the ground floor area of the part of the Premises taken bears to the ground floor area of the Premises before such taking.

- 26. Quiet Enjoyment. Lessor covenants and warrants that it is lawfully seized in fee of the demised Premises and that, it will deliver possession of the Premises free and clear of all rights of others. Lessor further covenants that, upon paying the rent provided for herein, and upon performing the covenants and agreements of this lease to be performed by Lessee will have, hold, and enjoy quiet and peaceful enjoyment and possession of said Premises, and that Lessor shall warrant and defend Lessee in the peaceful and quiet enjoyment of said demised Premises against the claims of all persons throughout the term of this lease and any extension thereof, except claims of third parties claiming by, through or under this lease, or arising through or by reason of acts or conduct of Lessee.
- 27. <u>Waiver of Subrogation</u>. Each of the parties hereby waives any and all rights of recovery against the other or against any other tenant or occupancy of the building, or against the officers, employees, agents, representatives, customers and business visitors of such other party or of such other tenant or occupancy of the building, for loss of or damage to such waiving party or its property or the property of others under its control, arising from any cause insured against under the standard form of fire insurance policy with all permissible extension endorsements covering additional perils or under any other policy of insurance carried by waiving party in lieu of such fire policy.

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- 28. <u>Parking Area</u>. Lessee agrees to conform with any reasonable rules and regulations Lessor may establish from time to time in connection with parking area and driveway.
- 29. <u>Decorating</u>. Lessee at its own expense will do any additional interior decorating Lessee deems necessary.
- 30. <u>Janitorial Service and Garbage Removal</u>. Lessee at its own expense shall provide its own janitorial service and garbage removal.
- 31. <u>Signs</u>. Lessee at its own expense shall install signs in only places designated, and of material, size and shape approved by Lessor
- 32. <u>Notice</u>. Notice or other writing which either party is required to, or may wish to send to the other in connections with this lease, shall be inwriting and shall be delivered personally or sent by U. S. Registered or Certified Mail, return receipt required, addressed as follows:
  - (a) If to Lessor: Arun Enterprises

2700 Oakbrook Road

Oakbrook, Illinois 60521

(b) If to Lessee: TRIPLE S MACHINING, LTD.

5235 THATCHER ROAD

DOWNERS GROVE, IL 60515

or to such other address as either party may from time to time designate ina written notice to the other. A notice served by mail shall be deemed to be served on the date when such notice is deposited in the United States Mail.

- 33. Chairs and Floor Pads. Lessee is required to place under every chair that has rollers or casters an appropriate chair and floor mat thereby protecting the carpet from the excessive wear caused by the rollers or casters.
- 34. Option to Renew. Lessee shall have the option to extend the within lease for one (1) additional period of ONE (1) YEAR by giving written notice to Lessor ninety (90) days prior to the termination of within lease.

35. Security Deposits. The Lessee has deposited with the Lessor the sum of NINE HUNDRED TWENTY-FIVE AND 00/100 (\$925.00)

Dollars as security for the full and faithful performance by the Lessee of all the terms of this lease required to be performed by the Lessee.

Such sum shall be returned to the Lessee after the expiration of this lease, provided the Lessee has fully and faithfully carried out all of its terms. In the event of a bona fide sale of the property of which the leased premises are a part the Lessor shall have the right to transfer such security to the purchaser to be held under the terms of this lease, and the Lessor shall be released from all liability for the return of such security to the Lessee.

BY Kense al Sved	
ATTEST: Herbert J.	rab
ARUN ENTERPRISES, INC.  BY	
	INC.
ATTEST:	

LESSOR AND LESSEE hereby mutually waive to each other any right of subrogation which any insurance carrier of each of them, may at any time have or assert, by reason of any loss which may occur as to the property of each of them, either within the demised premises or the building of which the demised premises is a part. The waiver is conditioned, however, on its having no effect on the validity of coverage of such insurance policies.

LESSEE
Herbert & Swah

MIV,

LESSOR

N.S. TOOR

FOR ARUN ENTERPRISES

# ENCLOSURE III

### INDUSTRIAL BUILDING LEASE

THIS LEASE made and entered into this 6th day of December
19 91, by and between ARUN ENTERPRISES, as agent of the beneficiary
of the Land Trust created under a Trust Agreement dated Septem-
ber 1, 1977, of which AMERICAN NATIONAL BANK AND TRUST COMPANY OF
CHICAGO is Trustee under Trust Number 41188 ("Lessor") and
Triple S Machining, Ltd. , an Illinois corporation (delete if not a corporation
("Lessee").

## WITNESSETH:

The parties hereto mutually covenant and agree that Lesson	:,
for and in consideration of the rent hereinafter reserved to be	è
paid by Lessee, and the covenants and agreements to be kept	:,
observed and performed by Lessee, does hereby lease unto Lessee an	
Lessee accepts the premises located in the one-story brick in	
dustrial building commonly known as 5201-5241 Thatcher Road	
Downers Grove, Illinois ("Property") commonly known as 5235	
Thatcher Road, Downers Grove, Illinois ("Demised Premises") for	
term commencing March 1st, 1992 and ending February 28, 1993	
, unless sooner terminated as provided herein, to b	e
occupied and used by Lessee only as a light manufacturing and	
assembly shop.	

- 1. Rent. The Lessee will pay an aggregate rental in the amount of \$ 12,000.00 and additional rental as hereinafter set forth, to Lessor during the term hereof, or to such other person as Lessor may direct, without demand, at 2700 Oak Brook Road, Oak Brook, Illinois 60521 or at such place as Lessor may by notice in writing to Lessee from time to time direct at the following rates and times:
  - (a) (i) From March 1st, 1992 through February 28, 1993
    \$\frac{12,000.00}{\text{be paid on the first day of each month, in advance during the said years.} \text{February 28, 1993}
    \$\frac{1}{5} \frac{12,000.00}{\text{ough}} \text{one-twelfth} \text{(1/12), \$\frac{1}{5} \text{1,000.00}, to}
    \$\text{down}\$
    - (ii) From \_\_\_\_\_, through \_\_\_\_\_,

      \$\_\_\_\_, one-\_\_\_\_\_(1/\_\_\_), \$\_\_\_\_,

      to be paid on the first day of each month in advance during the said years.
    - (iii) From \_\_\_\_\_, 19\_\_, through \_\_\_\_\_, 19\_\_, \$\_\_\_\_, one-\_\_\_\_(1/\_\_\_), \$\_\_\_\_, to be paid on the first day of each month in advance during the said years.

The basic rental shall be part of the total rental computed as herein provided and shall not be an addition to said total rent.

- Subject to the hereinafter stated obligation of Lessee, (b) it shall be the responsibility of the Lessor to pay when due all "real estate taxes" (as that term is hereinafter defined) assessed against the Property. However, commencing with the first lease year of this Lease, and for each subsequent lease year thereafter, Lessee shall be responsible for the payment of a proportionate share of the annual real estate taxes, which are assessed against the Property. This proportionate share shall be equal to 4.7 per cent (4.7) of any increase in the annual real estate taxes which are payable during a lease year, over the real estate taxes assessed against the Property for the calendar year 1990. In the event that a lease year shall be shorter than the calendar year in which it occurs, the increase to the basic rental for the payment of a proportionate part of the real estate taxes will include only that proportion of such excess that the number of days in such lease year bears to the number of days in such calendar year.
  - (i) The term "real estate taxes" as used herein shall mean all general and special taxes and assessments, including interest thereon, assessed against all or any part of the Property, or any other additional or alternative taxes (including without limitation, any lease or rent tax) for which Lessor becomes liable by reason of the ownership of the Property or leasing of the Demised Premises, but excluding, however, federal or state taxes on income (other than such taxes in lieu of real estate taxes).
  - (ii) Lessor agrees to send Lessee a statement indicating Lessee's obligation for the payment of its real estate taxes, within a reasonable time after receipt by Lessor of the real estate tax bill. Lessor shall supply Lessee with a copy of the relevant real estate tax bill(s) and its computation of the amount due. Lessee agrees to thereupon promptly remit payment to Lessor for the amount due.
  - (iii) Lessee's share of the real estate taxes is considered as additional rent hereunder.
  - (iv) Lessor shall have the same remedies for the nonpayment of additional rent as Lessor has for the non-payment of basic rent that is due hereunder.
- 2. <u>Condition: Upkeep; and Use of Premises</u>. Lessee has examined and knows the condition of the Demised Premises and has received the same in good order and repair, and acknowledges that

no representations as to the condition and repair thereof have been made by Lessor, prior to or at the execution of this Lease that are not herein expressed. The Demised Premises are leased to Lessee in an "as is" condition, and Lessee will keep the Demised Premises, subject to Paragraph 22 hereof, including all appurtenances, in good repair, replacing all broken glass with glass of the same size and quality as that broken, and will replace all damaged fixtures, including, but not limited to, plumbing fixtures with others of equal quality, and will keep the Demised Premises, in a clean and healthful condition according to the applicable municipal ordinances and the direction of the proper public officers during the term of this Lease at Lessee's expense, and upon the termination of this Lease, in any way, will yield up the Demised Premises to Lessor, in good condition and repair, to a standard of quality equal to that in existence at the commencement of the term hereof or as thereafter put in by Lessor and Lessee, all subject to the approval of Lessor, loss by fire and other casualty and ordinary wear and tear excepted, and will deliver the keys therefor at the place of payment of said rent. However, nothing in this Paragraph shall be interpreted to release Lessor from its obligation for maintenance and repair under Paragraph 22 of this Lease. It is specifically understood and agreed by Lessee and Lessor that this Lease and the obligations of the parties hereunder is in no way contingent upon the ability of Lessee to procure any necessary license(s) for the operation of its business at the Demised Premises. If Lessee is unable to obtain any such license, it shall still be fully obligated to perform hereunder. Lessor makes no representations, of any kind (express or implied) that the Demised Premises are zoned to permit Lessee's contemplated use. Lessee acknowledges that it has made a full investigation of this and is satisfied that its intended use is permitted under all applicable zoning and building ordinances.

Lessee Not to Misuse; Sublet; Assignment. Lessee will not allow the Demised Premises to be used for any purpose that will increase the rate of insurance thereon, nor for any purpose other than that hereinbefore specified, it will commit no waste on the Demised Premises, and will not load floors with machinery or goods beyond the floor load rating prescribed by applicable municipal ordinances, will not keep or use any inflammable or explosive materials or liquids, as provided in Paragraph 13 hereof, and will not allow the Demised Premises to be occupied in whole, or in part by any other person, and will not sublet the same or any part thereof, nor assign this Lease without in each case the written consent of the Lessor first had, which consent shall not unreasonably be withheld. Any sale or transfer of the business presently operated by Lessee on the Demised Premises, any sale or transfer of substantially all of the other assets of Lessee cr Lessee's stock or any change in the control of Lessee shall be deemed to be an assignment of this Lease. Neither acceptance of rent by Lessor from any subtenant or assignee, nor the permission

for the transfer of possession of the Demised Premises by Lessee to any subtenant or assignee, nor any other conduct of Lessor other than a written waiver thereof, shall constitute a waiver or release by Lessor of Lessee's liability hereunder nor a waiver of the necessity for consent to any subsequent assignment or subletting. Lessee will not permit any transfer by operation of law of the interest in the Demised Premises acquired through this Lease, and will not permit the Demised Premises to be used for any unlawful purpose, or for any purpose that will injure the reputation of the Property or increase the fire hazard of the Property, or disturb other tenants at the Property or the neighborhood, and will not permit the same to remain vacant or unoccupied for more than ten (10) consecutive days; and will not allow any signs, cards or placards to be posted, or placed thereon, nor permit any alteration of or additions to any part of the Demised Premises, except by written consent of Lessor, as provided in Paragraph 17 hereof, which consent shall not unreasonably be withheld.

Mechanic's Lien. Lessee shall have no authority, express or implied, to create or place any lien or encumbrance of any kind or nature whatsoever upon the Property or the Demised Premises. Lessee will not permit any mechanic's lien or liens to be placed upon the Property or the Demised Premises during the term hereof, and, in case of the filing of any lien caused by Lessee, Lessee will, except as otherwise hereinafter provided, promptly pay same. If default in payment thereof shall continue for thirty (30) days after written notice thereof from Lessor to the Lessee, the Lessor shall have the right and privilege at Lessor's option of paying the same or any portion thereof without inquiry as to the validity thereof and any amounts so paid, including expenses and interest shall be so much additional rental hereunder due from Lessee to Lessor and shall be repaid to Lessor immediately on rendition of bill therefor whether or not this Lease is or has already been Lessor's right to make said payment shall not be terminated. deemed Lessor's sole remedy but shall be deemed cumulative and in addition to all other of Lessor's available remedies.

Notwithstanding anything to the contrary herein stated, Lessee shall completely indemnify and hold Lessor forever harmless against any and all loss, cost or expense based on or arising out of such asserted claims or liens and all consequences thereof, including reasonable attorney's fees and costs. Lessee shall not be required to pay, discharge or remove any such mechanic's lien or liens so long as Lessee shall in good faith and with reasonable diligence proceeds to contest the same or the validity thereof by appropriate legal proceedings which will operate to prevent the collection of such mechanic's lien or liens so contested, or the sale of the Property or Demised Premises or of any part thereof, or any interest therein to satisfy the same, because of the nonpayment of any such lien or liens, provided that Lessee shall deposit with Lessor, upon demand by Lessor at any time, an amount sufficient to

pay in full a sum equal to One Hundred Twenty-five (125%) Per Cent of the amount of such contested mechanic's lien or liens, or such other amount as may reasonably be required by Lessor or its mortgagee, for the purpose of paying and discharging the same in the event Lessee shall be unsuccessful in such contest. Upon the final disposition of any such contest, and upon delivery to Lessor of evidence showing such disposition, or upon abandonment of such contest by Lessee, Lessor agrees to apply this amount deposited with it toward the payment of such lien or liens, together with all interest and costs thereon, refunding the surplus, if any, to Lessee; provided that, if the amount of any such mechanic's lien or liens so contested, as finally determined, plus interest and costs, is in excess of the amount of such deposit, then Lessor shall not be required to make such payment unless Lessee shall first pay the difference between the amount of such mechanic's lien or liens, interest and costs, and the amount of such deposit, and Lessee covenants and agrees to deposit with Lessor at any time on demand an amount equal to such difference; and Lessor shall have the right (but is not obligated) to pay such difference, and any difference so paid by Lessor shall be and become so much additional rent due from Lessee to Lessor hereunder.

- Indemnity for Accidents. Lessee covenants and agrees that it will protect and save and keep the Lessor forever harmless and indemnified against and from any penalty or damages or charges imposed for any violation of any use or occupancy laws or ordinances, whether occasioned by the neglect of Lessee or those holding under Lessee, and that Lessee will, at all times, protect. indemnify and save and keep harmless the Lessor against and from any and all loss, cost, damage or expense, arising out of or from any accident or other occurrence on or about the Demised Premises, causing injury to any person or property whosoever or whatsoever, except if caused by the negligence of Lessor, and will protect, indemnify and save and keep harmless the Lessor against and from any and all claims and against and from any and all loss, cost, damage, or expense arising out of or relating to the conduct of Lessee's business or by any failure of Lessee in any respect to comply with and perform all the requirements and provisions hereof. If Lessor incurs any loss, cost and expenses (including, but not limited to, reasonable attorneys' fees and Court costs in defending against any of the foregoing or in enforcing this agreement to indemnify) or is required to pay any sums or amounts on account of or by virtue of any of the foregoing, said loss, costs and expenses and the amount or amounts so paid therefor by Lessor shall become so much additional rental hereunder, due and payable by Lessee to Lessor upon demand.
- 6. Non-Liability of Lessor. Lessor shall not be liable for any damage occasioned by failure to keep the Demised Premises in repair, nor for any damage done or occasioned by or from plumbing, gas or water pipes or sewerage or bursting, leaking or running of

any pipes, tank or plumbing fixtures, or damage caused by water. snow, frost or steam, or the roof leaking, in, above, upon or about the Property or the Demised Premises, nor for any damages arising from acts or neglect of any occupants of the Property or of adjacent or contiguous property; Lessee, for itself, its insurers and all subrogees, waives any and all claims against Lessor, including the right of subrogation as more fully set forth in Paragraph 26 hereof, that Lessee might have against Lessor for damages to person or property including, but not limited to, any loss or damage alleged to have resulted from the loss of use of the Demised Premises or of any of the contents thereof, sustained by Lessee, or loss sustained because of any equipment thereon becoming out of repair; all personal property belonging to Lessee, or any other person, located at the Demised Premises, shall be there at the risk of Lessee, or such other person and Lessor shall not be liable for any damage or loss thereto or theft or misappropriation thereof or from the loss of use thereof; provided that nothing herein contained shall be construed to exempt Lessor from any liability resulting from Lessor's negligence nor release the Lessor. from its obligations under Paragraph 22 hereof.

- 7. Gas and Electric Charges. Lessee will pay, in addition to the rent above-specified, all gas and electric light and power bills taxed, levied, or charged on the Demised Premises for and during the time for which this Lease is granted. In case said bills for gas, electric light and power shall not be paid when due, Lessor shall have the right to pay the same, which amounts so paid, together with any sums paid by Lessor to keep the Demised Premises in a clean and healthy condition, as above-specified, are declared to be so much additional rent and shall be payable with the installment of basic rent next due thereafter.
- 8. Keep premises in Repair. Except as provided in Paragraph 22 hereof, Lessor shall not be obligated to incur any expense for repairing any improvements upon said Demised Premises or connected therewith, and the Lessee, at his own expense, will keep all improvements in good repair (injury by fire, or other causes beyond Lessee's reasonable control excepted) as well as in good tenantable, neat, clean and wholesome condition (ordinary wear and tear thereof excepted), and will comply with all local or general regulations, laws and ordinances applicable to the use and occupancy of the Demised Premises as well as lawful requirements of all competent authorities in that behalf. If Lessee does not make repairs as required hereunder promptly and adequately, Lessor may but need not make such repairs and pay the costs thereof, and such costs shall be so much additional rent immediately due from and payable by Lessee to Lessor.
- 9. Assignment of Warranties. Lessor will to the extent permissible assign to Lessee all benefits it has under warranties, if any, that it may have received from manufacturers, contractors

or others, insofar as said warranties cover equipment which must be maintained, replaced or repaired by Lessee pursuant to the terms hereof.

- 10. Access to Demised Premises. Lessee will allow Lessor free access to the Demised Premises during reasonable hours, except in case of an emergency when Lessor may have access at any hour in order to make emergency repairs, for the purpose of examining or exhibiting the same, or to make any needful repairs, or alterations on said Demised Premises, which Lessor may see fit to make. Lessor may place a "For Rent" sign on the Demised Premises during the last six (6) months of the term of this Lease.
- 11. <u>Default</u>. Lessee hereby agrees that, in the event and upon the occurrence of any one or more of the following events:
  - (a) Lessee shall default in making its payments hereunder, or any of them and the same are not remedied within five (5) days after written notice to Lessee, or in performing any of the other agreements, terms and conditions of this Lease, and the same are not remedied within thirty (30) days after written notice to Lessee;
  - (b) The making by Lessee of any assignment for the benefit of its creditors;
  - (c) The levying of a writ of execution or attachment on or against the property of Lessee;
  - (d) Proceedings are instituted in a court of competent jurisdiction for the reorganization, liquidation or involuntary dissolution of Lessee or for its adjudication as a bankrupt or insolvent or for the appointment of a receiver of the property of Lessee and said proceedings are not dismissed and any receiver, trustee, or liquidator appointed therein discharged within thirty (30) days after the institution of said proceedings, except that if any of the foregoing proceedings are instituted by Lessee, the thirty (30) days provision above set forth shall not apply;
  - (e) Subject to Paragraph 4, the doing or permitting to be done by Lessee of any act which creates a mechanic's lien or claim therefore against the Property and/or the Demised Premises; and
  - (f) If Lessee shall abandon or vacate the Demised Premises as provided in Paragraph 3 hereof;

then in any such event, Lessor, in addition to all other rights and remedies available by law, but subject to any contrary or limiting

provision contained elsewhere in this Lease, and without further demand or notice, at its election, may either:

- Terminate this Lease and forthwith repossess the (i)Demised Premises and be entitled to recover as damages, all basic rent, additional rent, and any other sums due and payable by Lessee hereunder on the date of termination, plus the sum of an amount equal to the then present value of the basic rent, additional rent and such other sums payable during the residue of the term hereof, less the fair rental value of the Demised Premises for such residue (taking into account the time and expense necessary to obtain a replacement tenant), and the cost of performing any other covenants which would otherwise have been performed by Lessee. Upon such termination, Lessee shall surrender possession of the Demised Premises as provided hereafter in Paragraph 11; or
- (ii) Terminate Lessee's right of possession only without termination of the Lease. Lessee shall surrender possession and vacate the Demised Premises immediately and deliver possession to Lessor. Lessee hereby grants to Lessor full and free license to enter into and upon the Demised Premises in such event with or without process of law to repossess Lessor to the Demised Premises, and to remove Lessee and all of its property therefrom, without being deemed in any manner quilty of trespass, and without incurring any liability for any damage resulting therefrom. Lessee hereby waives any right to claim damage against Lessor for re-entry and expulsion. The said acts by Lessor shall not constitute a relinquishing of Lessor's right to basic rent, additional rent and all other sums due by Lessee hereunder, and shall not constitute a relinquishing of any other rights given to Lessor hereunder or by operation of law. Lessee shall, upon such termination of possession, forthwith pay to Lessor a sum equal to the entire amount of the basic rent, as well as all additional rent due for the residue of the term hereof, plus any other sums herein to be paid by Lessee for the remainder of the term of the Lease. Subject to applicable law, Lessor may relet the Demised Premises for such rent and upon such terms as Lessor in its sole discretion shall Upon termination of such possession, determine. Lessor may make repairs, changes and alterations in or to the Demised Premises, and may redecorate same. Lessee shall, upon demand, pay the reasonable cost

thereof, together with any reasonable costs to Lessor of reletting, including, without limitation, any broker's commission incurred by Lessor. If the consideration collected by Lessor upon any reletting of the Demised Premises is sufficient or in excess (which excess Lessor may retain) of the amount necessary to pay all of the aforesaid rent and other sums due from Lessee under the Lease plus the said costs of repairs, redecorating and reletting, Lessee need not pay said sums to Lessor. Lessee shall, however, pay to Lessor the amount of any deficiency on demand, and Lessee agrees that Lessor may file suit to recover any sums falling due under the terms of this Paragraph from time to time.

Lessee shall pay upon demand all of Lessor's costs, charges and expenses including fees of attorneys, agents and others retained by Lessor, incurred in enforcing any of the obligations of Lessee under this Lease and waives the right to trial by jury in any such proceedings, and shall also pay on demand said sums in any litigation, negotiation or transaction in which Lessor shall, without Lessor's fault, become involved through or on account of this The acceptance of rent, whether in a single instance or repeatedly after it falls due, or after knowledge of any breach by Lessee, or after the giving or making of any notice or demand, whether according to any statutory provision or not, or any act or series of acts except an express written waiver, shall not be construed as a waiver of Lessor's right to act without notice or demand or as a waiver of any other right hereby given to Lessor, or as an election not to proceed under the provisions of this Lease.

Holding Over. Lessee agrees to yield and deliver up the Demised Premises to Lessor peaceably and quietly upon the termination of this Lease Agreement in as good a condition as the same was at the date of possession by Lessee as more fully set forth in Paragraph 2 hereof, loss by fire or other casualty, and reasonable wear and tear excepted, and will return the keys to the Demised Premises to Lessor at the place of payment of rent. If Lessee retains possession of the Demised Premises or any part thereof after the termination of the term hereof, then Lessor may, at its option, within thirty days after termination of the term serve written notice upon Lessee that such holding over constitutes either (i) renewal of this Lease for one year and from year to year thereafter at double the existing rental set forth in Paragraph 1 or (ii) creation of a month to month tenancy, upon the terms of this Lease except at double the monthly rental specified in Paragraph 1, or (iii) creation of a tenancy at sufferance at double the rental specified in Paragraph 1 computed on a daily basis for each day that Lessee remains in possession of the Demised Premises. If no such written notice is served, then a tenancy at sufferance

at the aforesaid rental shall have been created. The provisions of this Paragraph 12 shall not constitute a waiver by Lessor of any right of re-entry as hereinabove set forth in Paragraph 11 hereof; nor shall the receipt of any rent by Lessor or any other act in apparent affirmance of tenancy operate as a waiver of the right of Lessor to terminate this Lease for a breach of any of the covenants herein.

- 13. Extra Fire Hazard. There shall not be allowed, kept, or used on the Demised Premises any inflammable or explosive liquids or materials save such as will be necessary for use in the business of the Lessee, and in such case, any such substances shall be delivered and stored in amount, and used, in accordance with the rules of the applicable Board of Underwriters and statutes and ordinances now or hereafter in force.
- 14. Estoppel Certificate. Upon request of Lessor, Lessee will execute a tenant estoppel statement certifying that:
  - (a) This Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect);
  - (b) The date to which the rent and other charges have been paid; and
  - (c) Acknowledging that there are not, to Lessee's knowledge, any uncured defaults on the part of Lessor hereunder, or specifying such defaults, if any, that are claimed.

Any such statement may be conclusively relied upon by any prospective purchaser or person holding an encumbrance on the Demised Premises and/or the Property. Lessee's failure to deliver such a statement, upon request by Lessor, shall be deemed to mean that this Lease is in full force and effect except as may be represented by Lessor, that there are no uncured defaults in Lessor's performance, and not more than one month's rent has been paid in advance by Lessee.

15. Fire and Casualty. If the Demised Premises and/or the Property shall be damaged by fire or other casualty, the damage shall be repaired by and at the expense of Lessor without recourse against Lessee unless the amount of loss or damage exceeds the available insurance proceeds in which event Lessor reserves all rights, if any, that it may have against Lessee to recover such excess, and the rental hereunder shall abate in proportion to the part of the Demised Premises which is reasonably not usable by Lessee in the conduct of Lessee's business at the Demised Premises until repairs have been made. Except to the extent of rental abatement as aforesaid, the Lessor shall be under no liability

whatsoever for any delay in making repairs or restoration, but Lessor agrees to make repairs as promptly as reasonably possible. Provided, further, that, in the event of extensive damage by fire or other casualty to the Demised Premises and/or to the Property, the Lessor may elect not to repair or rebuild, in which case this Lease shall terminate as of the date of the extensive damage. Lessor agrees to give Lessee written notice of such election to terminate within ninety (90) days of the date of the extensive damage, and the rental hereunder shall be adjusted to the date of the extensive damage. "Extensive damage" for purposes of this Paragraph 15 shall mean if more than fifty (50%) per cent of the floor area of the Demised Premises or the Property is rendered untenantable as a result of the fire or other casualty. in the event of termination under this Paragraph, shall vacate the Demised Premises promptly after receipt of Lessor's written notice of election to terminate. Lessee shall have a reasonable time within which to remove any of its personal property it may choose to remove after receipt of Lessor's written notice of election. Lessee agrees to repair, restore, replace, or otherwise make disposition of any of Lessee's furniture, fixtures, or other property damaged by such fire or other casualty in the Demised Premises or the Property without recourse against the Lessor. If the Lease is terminated as provided in this Paragraph 15, basic rental, additional rental and any other sum which may be payable by Lessee hereunder shall be prorated on a per dlem basis to the date of termination. In no event shall any such termination relieve Lessee of any liability already theretofore accrued or which by the terms of this Lease shall continue after termination.

- 16. Rules. Lessee agrees that it will maintain a high quality enterprise, abide by and will keep and observe all reasonable written rules and regulations which Lessor may make from time to time for the management, safety, care and cleanliness of the Demised Premises and the Property and the surrounding grounds, and for the preservation of good order therein. It is understood that the maintenance of the prestige and public reputation and goodwill of the Property is of the utmost importance to the Lessor and the other occupants of the Property. A violation(s) of any such rules and regulations shall be deemed a breach of this Lease by Lessee.
- 17. <u>Alterations</u>. After Lessee takes possession of the Demised Premises, no alterations, remodeling or renovations shall be made by Lessee during the lease term in or to the Demised Premises without the consent of Lessor first being obtained in writing. If such approval is given, all work shall be done in strict compliance with all applicable building, zoning and other relevant codes, ordinances, laws or regulations of whatsoever kind or nature, and shall be performed in a first-class manner by competent contractors acceptable to Lessor. All alterations and

additions to the Demised Premises shall remain for the benefit of Lessor unless otherwise provided in the consent aforesaid. Notwithstanding the foregoing, Lessee shall have the right to remove any trade fixtures other than lighting fixtures at the expiration of the Lease subject to repairing any damage caused by such removal. However, goods and effects not removed by Lessee at the termination of this Lease shall be considered abandoned and Lessor may dispose of same as it deems expedient at Lessee's Any alterations and additions shall be completed by expense. Lessee with due diligence. Prior to commencing any such work Lessor may require that Lessee furnish Lessor, for its approval, (i) plans and specifications prepared by a licensed architect; (ii) an estimate of the cost of the proposed work together with evidence satisfactory to Lessor that Lessee will be able to make payment for completion of all work free and clear of liens; and (iii) certificates of insurance insuring Lessor against any and all liabilities which may arise out of or be connected in any way with such alterations or additions. All such alterations or additions to the Demised Premises shall be at Lessee's sole expense unless otherwise expressly provided hereunder by a separate Rider hereto. will comply, at its own expense, with the requirements of all governmental authorities including, but not limited to, obtaining all of the necessary building permits that are required in making said alterations, remodeling or renovations.

- 18. Late Charges. Lessee acknowledges that late payment of basic rent, additional rent or other sums due hereunder will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Therefore, if any rent or other sum due hereunder is not paid by Lessee on or before the sixth day after the date that it is due, Lessee shall pay a late charge equal to 1.5% of the amount not paid, without any requirement for notice to Lessee.
- 19. <u>Insurance</u>. Lessee shall, at its sole cost and expense, procure and maintain:
  - (a) General Public Liability Insurance insuring Lessor, Lessor's beneficiaries and agents, and Lessee as their interests may appear against all claims, demands, or actions for injury to or death of any one person in an amount of not less than \$250,000.00 and not less than \$500,000.00 for injury to or death of more than one person in any one accident, and for damage to property in an amount not less than \$50,000.00. Lessor shall have the right to reasonably direct Lessee to increase said amounts whenever it considers them inadequate.
  - (b) Fire Insurance with extended coverage endorsements as Lessor may reasonably require from time to time covering all of Lessee's stock in trade, inventory, fixtures,

- furniture, furnishings and equipment, and plate glass insurance.
- (c) Adequate compensation insurance covering its employees, and make all proper reports to the United States Government and to the State of Illinois pursuant to any existing Social Security, Fair Labor Standards, unemployment insurance, or other similar legislation, and pay all taxes, insurance premiums or contributions called for by any such legislation.
- (d) All insurance carried by Lessee shall be in form, and in responsible companies, satisfactory to Lessor and shall provide that it will not be subject to cancellation, termination or change except after at least thirty (30) days prior notice to Lessor. Subject to the provisions of Paragraph 26 hereof, the policies shall contain a waiver of subrogation clause by the insurer. cates of insurance, together with evidence of the payment of premium thereon, shall be delivered to Lessor on or before the commencement of this Lease Agreement, and upon renewals of such policies, not less than thirty (30) days prior to the expiration of the term of such coverage. If Lessee fails to comply with such requirements, Lessor may obtain such insurance and keep the same in effect and the premiums therefor shall be deemed additional rent, which shall be deemed immediately due and payable. Such insurance set forth in Paragraph 19, shall insure the named insureds against any losses as therein provided, including, but not limited to losses which may result during any renovations and construction made to the Demised Premises by Lessee.
- 20. Transfer of Ownership by Lessor. Lessee agrees that, in the event Lessor should transfer its ownership interest in the Property or in the event of the foreclosure by any mortgagee under any mortgage or beneficiary under any trust deed on the Property, Lessee will automatically become the tenant of any such successor in interest without change in the terms of this Lease. In such event, Lessor shall be responsible for all acts or omissions on the part of Lessor up to the date of any such sale or other transfer, but Lessee agrees to look only to any such successor in interest for the performance of Lessor's obligations under this Lease from and after the date of any such sale or other transfer.
- 21. Broker. Lessee warrants that it has had no dealings with any broker or agent in connection with this Lease, and covenants to pay, hold harmless and indemnity Lessor from and against any and all cost, expense or liability for any compensation, commissions and charges claimed by any broker or other agent claiming a com-

mission by virtue of representing Lessee with respect to this Lease or the negotiation thereof.

- 22. Maintenance by Lessor. Except for damage by fire, casualty or eminent domain as provided in Paragraphs 15 and 24 hereof, during the term of this Lease and any extension thereof, Lessor covenants and agrees to cause the Demised Premises to be adequately equipped with facilities for hot and cold water, gas and lighting. It is mutually covenanted and agreed that Lessor shall not be liable for damages, nor shall rental abate nor shall it be deemed a constructive or actual eviction, nor a disturbance in any manner whatsoever of Lessee's possession or quiet enjoyment for failure of the Lessor to furnish any of the aforesaid services to be provided by Lessor, or for failure to make repairs as hereinafter provided. Lessor covenants to:
  - (a) Maintain the landscaping and do snow removal.
  - (b) Repair or cure all defects which shall appear in the heating, air-conditioning, hot water heater, plumbing, drainage, and electrical systems, contained in and on the Demised Premises, and the outside pavement of the Demised Premises, except normal settlement cracks. Notwithstanding the foregoing, Lessee shall be responsible for the day to day maintenance and minor repairs (as determined by Lessor) of the heating and air conditioning units and the hot water heater, and the plumbing system.
  - (c) Make all necessary repairs or replacements to the roof, supporting members and exterior walls (excluding all glass doors and windows) of the Property and Demised Premises; and provided, however, in each case, that Lessee, upon Lessee's actual discovery of any such defect, promptly and diligently shall have given Lessor written notice thereof.

If Lessor shall fail, in accordance with the foregoing provisions of this Paragraph 22, to make, or commence and be diligently attempting to complete, the repairs or replacements required by the foregoing provisions of the Paragraph, to be made by it, the Lessee may, on no less than thirty (30) days prior written notice thereof to the Lessor, make said repairs or replacements and, upon demand, Lessor shall pay to Lessee, or Lessee may withhold from rent payable hereunder, all sums reasonably spent by it in making said repairs or replacements. Unless otherwise provided in Paragraph 15, it is agreed that rental shall not abate for periods reasonably required by Lessor to make necessary repairs. Lessor shall have no liability to make repairs under this Paragraph 22 with respect to any matter arising from the act or neglect of Lessee, or with respect to any item that is not the specific obligation of Lessor to repair or replace, and shall not

be liable to Lessee if Lessor is diligently attempting to complete such repairs or replacements and Lessor needs additional time to complete same.

Environmental Compliance. The term "Environmental Activities" as used in this Lease shall mean any storage, presence, existence, release, threatened release, use, generation, abatement, removal, disposal, handling or transportation of any Hazardous Materials, in, to, on, under, from or about the Demised Premises. The term "Hazardous Materials" as used in this Lease shall mean any substance whose nature and/or quantity or existence, use, manufacture or effect render it subject to Federal, state or local regulation, investigation, remediation or removal as potentially injurious to public health or welfare. Lessee shall, at its sole cost and expense comply with and maintain the Demised Premises in compliance with any and all laws pertaining to Hazardous Materials, Environmental Activities and any other environmental laws, regulations, ordinances or other requirements of whatsoever kind or nature that may be applicable.

Lessee shall not dispose of or release any Hazardous Materials or install any Hazardous Materials storage tanks on, at, under or about the Demised Premises. Lessee shall not cause, or permit any Hazardous Materials to be brought upon, treated, stored, disposed of, discharged, released, produced, manufactured or used upon, about or beneath the Demised Premises. Lessee's obligation under this Paragraph 23 shall survive the expiration or earlier termination of this Lease.

- 24. Condemnation. If the whole or any part of the Demised Premises shall be taken by any public authority under the power of eminent domain, then the term of this Lease shall cease as of the day possession shall be taken by such public authority and the rent shall be paid up to the said date with proportionate refund by Lessor of such rent as shall have been paid in advance. portion of the Property other than the Demised Premises is so taken under the power of eminent domain, the Lessor shall have the right to terminate this Lease as of the day possession shall be taken by such public authority by giving Lessee written notice of termination within sixty (60) days after taking of possession by such public authority. Lessee can file its own separate claims for loss if this Lease is terminated under the aforesaid circumstances to the extent it does not reduce the award to Lessor. Lessee shall be entitled to claim an award specifically for loss of or damage to Lessee's trade fixtures and removable personal property. Lessee shall not, however, be entitled to receive any award for loss of its leasehold interest, the right to such award being hereby assigned by Lessee to Lessor.
- 25. Quiet Enjoyment. Lessor covenants and warrants that it is lawfully seized in fee of the Demised Premises and that it will

deliver possession of the Demised Premises to Lessee on the commencement date of this Lease free and clear of all rights of others. Lessor further covenants that, upon paying the rent provided for herein, and upon performing the covenants and agreements of this Lease to be performed by Lessee, the Lessee will have, hold, and enjoy quiet and peaceful enjoyment and possession of said Demised Premises, and that Lessor shall warrant and defend Lessee in the peaceful and quiet enjoyment of said Demised Premises against the claims of all persons throughout the term of this Lease and any extension thereof, except claims of third parties claiming by, through or under this Lease, or arising through or by reason of acts or conduct of Lessee.

- 26. Waiver of Subrogation. To the extent that it is permissible under a party's insurance coverage, and up to an amount equal to the amount of such insurance coverage, each of the parties hereby waives any and all rights of recovery against the other and against any other tenant or occupant of the Property, or against the officers, employees, agents, representatives, customers and business visitors of such other party or of such other tenant or occupant of the Property, for loss of or damage to such waiving party or its property or the property of others under its control, arising from any cause insured against under an applicable fire insurance policy with extended coverage endorsements (covering additional perils) or under any other policy of insurance carried by waiving party in lieu of such fire policy. Each party will furnish the other with satisfactory evidence of such waiver(s) of subrogation from their respective insurers if such waiver can be obtained from their insurer.
- 27. Parking Area. Lessee agrees to conform with any reasonable rules and regulations Lessor may establish from time to time in connection with the parking area and driveway. Lessee agrees that the vehicles of its employees, agents, invitees, customers and others shall only be parked in such places as are designated by Lessor.
- 28. <u>Decorating</u>. Lessee, at its own expense, will do any additional interior decorating that Lessee deems necessary.
- 29. <u>Janitorial Service and Garbage Removal</u>. Lessee, at its own expense, shall provide its own janitorial service and garbage removal.
- 30. <u>Signs</u>. Lessee, at its own expense, may install signs in only places designated, and of material, size and shape approved by Lessor.
- 31. Notice. Notice or other writing which either party is required to, or may wish to send to the other in connections with this Lease, shall be in writing and shall be delivered personally

or sent by United States Registered or Certified Mail, return receipt requested, addressed as follows:

(a) If to Lessor:

Arun Enterprises
2700 Oak Brook Road
Oak Brook, Illinois 60521

(b) If to Lessee: Triple S Machining, Ltd. 5235 Thatcher Road Downers Grove, IL 60515 Kenneth Svab

or to such other address as either party may, from time to time, designate in a written notice to the other. A notice served by mail shall be deemed to be served on the date when such notice is deposited in the United States Mail.

- 32. Chairs and Floor Pads. Lessee is required to place under every chair that has rollers or casters an appropriate floor mat thereby protecting the carpet and/or floor from the excessive wear caused by the rollers or casters.
- 33. Option to Renew. Provided that Lessee is not in default under this Lease, Lessee shall have the option of renewing this Lease for one (1) additional one -year (1) term, commencing on March 1st , 1993, and ending on February 28, , 1994, on the same terms and conditions as provided herein, save and excepting this Paragraph 33, and the basic rental ("B.R.") during such renewal term which shall be in the amount of \$12,300.00 and which shall be payable as follows:
  - (a) From March 1st , 1993, through February 28, , 1994, B.R. \$12,300.00, one/twelfth (1/12), \$1,025.00 to be paid on the first day of each month, in advance, during the said years.
  - (b) From \_\_\_\_\_, 199\_, through \_\_\_\_\_, 199\_, B.R. \$\_\_\_\_, one/\_\_\_\_(1/\_\_\_), \$\_\_\_\_ to be paid on the first day of each month, in advance, during the said years.

Lessee shall execute such option to renew by giving Notice to Lessor of its intention to so renew not more than twelve (12) nor less than six (6) months prior to the end of the current Lease term. If Lessee does not so exercise its option, said option shall become null and void and shall be of no further force or effect.

34. <u>Security Deposit</u>. To secure the faithful performance by Lessee of all of the covenants and agreements in this Lease on the part of the Lessee to be fulfilled, kept, and performed, including, but without limiting the generality of the foregoing, such

covenants, and agreements which become applicable upon its termination by re-entry or otherwise, Lessee has deposited with Lessor the sum of one thousand and no/100 only ------ (\$1,000.00) Dollars as a Security Deposit on the understanding:

- (a) That such deposit, or any part thereof, may be applied to the curing of any default that may exist, without prejudice to any other remedy or remedies which the Lessor may have on account thereof, and upon such application Lessee shall pay Lessor on demand the amount so applied which shall be added to the Security Deposit so the same will be restored to its original amount;
- (b) That should the Demised Premises be conveyed by Lessor, the Security Deposit may be turned over to Lessor's grantee, and if the same be turned over as aforesaid, Lessee hereby releases Lessor from any and all liability with respect to the Security Deposit and its application or return, and Lessee agrees to look to such grantee for such application or return;
- (c) The Lessor shall not be obligated to hold said deposit as a separate fund, but on the contrary may commingle it with other funds; Lessor shall not be obligated to pay Lessee interest on the deposit;
- (d) That the amount of the Security Deposit shall be equal to one (1) month's basic rental and as such basic rental increases the amount of the Security Deposit shall also increase so that it shall at all times be equal to one (1) month's basic rental; and
- (e) That, if Lessee shall faithfully perform all of the covenants and agreements in this Lease contained on the part of Lessee to be performed, the sum deposited or the part or portion thereof not previously applied shall be returned to Lessee without interest no later than thirty (30) days after the expiration of the Lease Term or any renewal or extension thereof, provided Lessee has vacated the Demised Premises and has surrendered possession thereof to Lessor at the expiration of the Lease Term or any extension thereof as provided herein.
- 35. <u>Subordination</u>. This Lease, at Lessor's option, shall be subject and subordinate to all mortgages or trust deeds which may now or hereafter affect the Property, of which Demised Premises are a part, and to all renewals, modifications, consolidations replacements and extensions thereof. This clause shall be self-operative and no further instrument of subordination shall be required for any mortgagee. In confirmation of such subordination,

Lessee shall execute promptly any certificate that Lessor may request.

## 36. Miscellaneous.

- (a) The terms, covenants and conditions hereof shall be binding upon and inure to the successors in interest, heirs, legal representatives and assigns of the parties hereto.
- (b) Lessee waives and disclaims any present or future right to set off in any action for rent, any obligation of Lessor, and agrees to perform promptly all the obligations of this Lease.
- (c) If any clause, phrase, provision or portion of this Lease or the application thereof to any person or circumstance shall be invalid, or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this Lease nor any other clause, phrase, provision or portion hereof, nor shall it affect the application of any clause, phrase, provision or portion hereof to other persons or circumstances.
- (d) Titles are used herein for convenience only and shall not affect the meaning of any provisions hereof.
- (e) Each individual executing this Lease on behalf of Lessee personally represents and warrants that he/she is duly authorized to execute and deliver this Lease on behalf of Lessee.
- (f) Neither any waiver of any default or any agreement for the extension or modification of any of the terms of this Lease shall be binding on Lessor or Lessee unless evidenced by a writing signed by Lessor or Lessee as the case may be.

LESSEE: LESSOR:

AMERICAN NATIONAL BANK, AS TRUSTEE, UNDER TRUST

NUMBER 41188

By.

(If a corporation, an authorized officer must sign.)

Arun Enterprises; Arun Enterprises is the agent of the beneficiary of

said Trust

## GUARANTY

FOR VALUE RECEIVED, and in consideration of, and as an inducement for the execution and delivery of the foregoing and attached Lease demising certain premises in the property located at 5201-5241 Thatcher Road, Downers Grove, Illinois (hereinafter called the "Lease"), by AMERICAN NATIONAL BANK, as Trustee, under Trust No. 41188, the Lessor therein named (hereinafter called the "Lessor'), to <u>Triple S. Machining Ltd.</u>, an Illinois corporation (delete if not a corporation), the Lessee therein named (hereinafter called the "Lessee"), the undersigned (hereinafter called the "Guarantor") hereby guarantees to the Lessor, its successors, beneficiaries and assigns, the full and prompt payment of rent, including, but not limited to, the basic rent, additional rent, and any and all other sums and charges payable by the Lessee, its successors and assigns, under said Lease, and further hereby guarantees the full and timely performance and observance of all the covenants, terms, conditions and agreements therein provided to be performed and observed by the Lessee, its successors and assigns; and the Guarantor hereby covenants and agrees to and with the Lessor, its successors, beneficiaries and assigns, that if default shall, at any time be made by the Lessee, its successors and assigns, in the payment of any such basic rent, additional rent, or any and all other sums and charges payable by the Lessee, its successors and assigns, under said Lease, or if Lessee should default in the performance and observance of any of the covenants, terms, conditions or agreements contained in said Lease, the Guarantor will forthwith pay such rent and/or other such sums and charges to the Lessor, its successors, beneficiaries and assigns, and any arrears thereof, and will forthwith faithfully perform and fulfill all of such terms, covenants, conditions and agreements, and will forthwith pay to the Lessor all damages that may arise in consequence of any default by the Lessee, its successors and assigns, under said Lease, including, without limitation, all reasonable attorney's fees, disbursements incurred by the Lessor or caused by any such default and/or by the enforcement of this Guaranty.

This Guaranty is an absolute and unconditional quaranty of payment and of performance. It shall be enforceable against the Guarantor without the necessity of any suit or proceedings on the Lessor's part of any kind or nature whatsoever against the Lessee, its successors and assigns, and without the necessity of any notice of nonpayment, nonperformance or nonobservance or of any notice of acceptance of this Guaranty or of any other notice or demand to which the Guarantor might otherwise be entitled, all of which the Guarantor hereby expressly waives; and the Guarantor hereby expressly agrees that the validity of this Guaranty and the obligations of the Guarantor hereunder shall not be terminated, affected, diminished or impaired by reason of the assertion or the failure to assert by the Lessor against the Lessee, or against the Lessee's successors and assigns, of any of the rights or remedies reserved to the Lessor pursuant to the provisions of the said Lease or by relief of Lessee from any of Lessee's obligations under this

Lease or otherwise (including, but not by way of limitation, the rejection of said Lease in connection with proceedings under the bankruptcy laws now or hereafter in effect).

This Guaranty shall be a continuing guaranty and the liability of the Guarantor hereunder shall in no way be affected, modified or diminished by reason of any assignment, renewal, modification or extension of the Lease or by reason of any modification or waiver of or change in any of the terms, covenants, conditions or provisions of said Lease, or by reason of any extension of time that may be granted by the Lessor to the Lessee, its successors or assigns or a changed or different use of the Demised Premises consented to in writing by Lessor, or by reason of any dealings or transactions or matters or things occurring between the Lessor and the Lessee, its successors or assigns, whether or not notice thereof is given to the Guarantor.

The Lessor's consent to any assignment or assignments, and successive assignments by the Lessee and Lessee's assigns of the Lease made either with or without notice to the Guarantor shall in no manner whatsoever release the Guarantor from any liability as Guarantor.

If this Guaranty is executed by more than one person, then the word Guarantor shall be deemed to include all such persons and their liability shall be joint and several.

IN WITNESS WHEREOF this day of	, the undersigned has executed this Guarant , 19
	Address:
STATE OF ILLINOIS )	
On this me came person(s) who executed	day of, 19, befor, personally known to me to be the the foregoing Guaranty.
	Notary Public

### INDUSTRIAL BUILDING LEASE

THIS LEASE made and entered into this <a href="https://doi.org/19.93">8th</a> day of <a href="https://doi.org/March.19.93">March</a> 19.93</a>, by and between ARUN ENTERPRISES, as agent of the beneficiary of the Land Trust created under a Trust Agreement dated September 1, 1977, of which AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO is Trustee under Trust Number 41188 ("Lessor") and <a href="https://doi.org/Trustee.o

### WITNESSETH:

for and in consideration of the rent hereinafter reserved to be paid by Lessee, and the covenants and agreements to be kept, observed and performed by Lessee, does hereby lease unto Lessee and Lessee accepts the premises located in the one-story brick industrial building commonly known as 5201-5241 Thatcher Road, Downers Grove, Illinois ("Property") commonly known as 5235 Thatcher Road, Downers Grove, Illinois ("Demised Premises") for a term commencing March 1st, 1993 and ending February 28, 1994 occupied and used by Lessee only as a light manufacturing and assembly shop	The parties hereto mutually covenant and agree that Les	
observed and performed by Lessee, does hereby lease unto Lessee and Lessee accepts the premises located in the one-story brick industrial building commonly known as 5201-5241 Thatcher Road, Downers Grove, Illinois ("Property") commonly known as 5235 Thatcher Road, Downers Grove, Illinois ("Demised Premises") for a term commencing March 1st, 1993 and ending February 28, 1994 unless sooner terminated as provided herein, to be occupied and used by Lessee only as a light manufacturing and	for and in consideration of the rent hereinafter reserved t	o be:
Lessee accepts the premises located in the one-story brick industrial building commonly known as 5201-5241 Thatcher Road, Downers Grove, Illinois ("Property") commonly known as 5235 Thatcher Road, Downers Grove, Illinois ("Demised Premises") for a term commencing March 1st, 1993 and ending February 28, 1994, unless sooner terminated as provided herein, to be occupied and used by Lessee only as a light manufacturing and	paid by Lessee, and the covenants and agreements to be 1	cept,
dustrial building commonly known as 5201-5241 Thatcher Road, Downers Grove, Illinois ("Property") commonly known as 5235 Thatcher Road, Downers Grove, Illinois ("Demised Premises") for a term commencing March 1st. 1993 and ending February 28, 1994 , unless sooner terminated as provided herein, to be occupied and used by Lessee only as a light manufacturing and	observed and performed by Lessee, does hereby lease unto Lesse	e and
Downers Grove, Illinois ("Property") commonly known as 5235 Thatcher Road, Downers Grove, Illinois ("Demised Premises") for a term commencing March 1st. 1993 and ending February 28, 1994  , unless sooner terminated as provided herein, to be occupied and used by Lessee only as a light manufacturing and	Lessee accepts the premises located in the one-story brick	: in-
Thatcher Road, Downers Grove, Illinois ("Demised Premises") for a term commencing March 1st. 1993 and ending February 28, 1994 , unless sooner terminated as provided herein, to be occupied and used by Lessee only as a light manufacturing and	dustrial building commonly known as 5201-5241 Thatcher I	Road,
term commencing March 1st. 1993 and ending February 28, 1994  occupied and used by Lessee only as a light manufacturing and	Downers Grove, Illinois ("Property") commonly known as	5235
, unless sooner terminated as provided herein, to be occupied and used by Lessee only as a <a href="https://light.nanufacturing.and">light manufacturing and</a>	Thatcher Road, Downers Grove, Illinois ("Demised Premises")	or a
, unless sooner terminated as provided herein, to be occupied and used by Lessee only as a <a href="https://light.nanufacturing.and">light manufacturing and</a>	term commencing March 1st. 1993 and ending February 28, 19	994
	, unless sooner terminated as provided herein, t	o be
assembly shop	occupied and used by Lessee only as a light manufacturing and	
	assembly shop	•

- l. Rent. The Lessee will pay an aggregate rental in the amount of  $\frac{12,000.00}{0}$  and additional rental as hereinafter set forth, to Lessor during the term hereof, or to such other person as Lessor may direct, without demand, at 2700 Oak Brook Road, Oak Brook, Illinois 60521 or at such place as Lessor may by notice in writing to Lessee from time to time direct at the following rates and times:
  - (a) (i) From March 1st, 1993 through February 28, 1994
    \$\frac{12,000.00}{5} \text{ one} \frac{1000.00}{100} \text{ through february 28, 1994} through February 28, 1994

    (be paid on the first day of each month, in advance during the said years.
    - (ii) From \_\_\_\_\_, through \_\_\_\_, \$\_\_\_\_, one-\_\_\_\_, (1/\_\_\_), \$\_\_\_\_, to be paid on the first day of each month in advance during the said years.
    - (iii) From \_\_\_\_\_, 19\_\_, through \_\_\_\_\_, 19\_\_, \$\_\_\_\_, one-\_\_\_\_(1/\_\_\_), \$\_\_\_\_, to be paid on the first day of each month in advance during the said years.

The basic rental shall be part of the total rental computed as herein provided and shall not be an addition to said total rent.

- Subject to the hereinafter stated obligation of Lessee, (b) it shall be the responsibility of the Lessor to pay when due all "real estate taxes" (as that term is hereinafter defined) assessed against the Property. However, commencing with the first lease year of this Lease, and for each subsequent lease year thereafter, Lessee shall be responsible for the payment of a proportionate share of the annual real estate taxes, which are assessed against the Property. This proportionate share shall be equal to 4.7 per cent (4.7) of any increase in the annual real estate taxes which are payable during a lease year, over the real estate taxes assessed against the Property for the calendar year 1991. In the event that a lease year shall be shorter than the calendar year in which it occurs, the increase to the basic rental for the payment of a proportionate part of the real estate taxes will include only that proportion of such excess that the number of days in such lease year bears to the number of days in such calendar year.
  - (i) The term "real estate taxes" as used herein shall mean all general and special taxes and assessments, including interest thereon, assessed against all or any part of the Property, or any other additional or alternative taxes (including without limitation, any lease or rent tax) for which Lessor becomes liable by reason of the ownership of the Property or leasing of the Demised Premises, but excluding, however, federal or state taxes on income (other than such taxes in lieu of real estate taxes).
  - (ii) Lessor agrees to send Lessee a statement indicating Lessee's obligation for the payment of its real estate taxes, within a reasonable time after receipt by Lessor of the real estate tax bill. Lessor shall supply Lessee with a copy of the relevant real estate tax bill(s) and its computation of the amount due. Lessee agrees to thereupon promptly remit payment to Lessor for the amount due.
  - (iii) Lessee's share of the real estate taxes is considered as additional rent hereunder.
  - (iv) Lessor shall have the same remedies for the nonpayment of additional rent as Lessor has for the non-payment of basic rent that is due hereunder.
- 2. <u>Condition; Upkeep; and Use of Premises</u>. Lessee has examined and knows the condition of the Demised Premises and has received the same in good order and repair, and acknowledges that

no representations as to the condition and repair thereof have been made by Lessor, prior to or at the execution of this Lease that are The Demised Premises are leased to Lessee not herein expressed. in an "as is" condition, and Lessee will keep the Demised Premises, subject to Paragraph 22 hereof, including all appurtenances, in good repair, replacing all broken glass with glass of the same size and quality as that broken, and will replace all damaged fixtures, including, but not limited to, plumbing fixtures with others of equal quality, and will keep the Demised Premises, in a clean and healthful condition according to the applicable municipal ordinances and the direction of the proper public officers during the term of this Lease at Lessee's expense, and upon the termination of this Lease, in any way, will yield up the Demised Premises to Lessor, in good condition and repair, to a standard of quality equal to that in existence at the commencement of the term hereof or as thereafter put in by Lessor and Lessee, all subject to the approval of Lessor, loss by fire and other casualty and ordinary wear and tear excepted, and will deliver the keys therefor at the place of payment of said rent. However, nothing in this Paragraph shall be interpreted to release Lessor from its obligation for maintenance and repair under Paragraph 22 of this Lease. It is specifically understood and agreed by Lessee and Lessor that this Lease and the obligations of the parties hereunder is in no way contingent upon the ability of Lessee to procure any necessary license(s) for the operation of its business at the Demised Premises. If Lessee is unable to obtain any such license, it shall still be fully obligated to perform hereunder. Lessor makes no representations, of any kind (express or implied) that the Demised Premises are zoned to permit Lessee's contemplated use. Lessee acknowledges that it has made a full investigation of this and is satisfied that its intended use is permitted under all applicable zoning and building ordinances.

Lessee Not to Misuse; Sublet; Assignment. Lessee will not allow the Demised Premises to be used for any purpose that will increase the rate of insurance thereon, nor for any purpose other than that hereinbefore specified, it will commit no waste on the Demised Premises, and will not load floors with machinery or goods beyond the floor load rating prescribed by applicable municipal ordinances, will not keep or use any inflammable or explosive materials or liquids, as provided in Paragraph 13 hereof, and will not allow the Demised Premises to be occupied in whole, or in part by any other person, and will not sublet the same or any part thereof, nor assign this Lease without in each case the written consent of the Lessor first had, which consent shall not un-reasonably be withheld. Any sale or transfer of the business presently operated by Lessee on the Demised Premises, any sale or transfer of substantially all of the other assets of Lessee or Lessee's stock or any change in the control of Lessee shall be deemed to be an assignment of this Lease. Neither acceptance of rent by Lessor from any subtenant or assignee, nor the permission

for the transfer of possession of the Demised Premises by Lessee to any subtenant or assignee, nor any other conduct of Lessor other than a written waiver thereof, shall constitute a waiver or release by Lessor of Lessee's liability hereunder nor a waiver of the necessity for consent to any subsequent assignment or subletting. Lessee will not permit any transfer by operation of law of the interest in the Demised Premises acquired through this Lease, and will not permit the Demised Premises to be used for any unlawful purpose, or for any purpose that will injure the reputation of the Property or increase the fire hazard of the Property, or disturb other tenants at the Property or the neighborhood, and will not permit the same to remain vacant or unoccupied for more than ten (10) consecutive days; and will not allow any signs, cards or placards to be posted, or placed thereon, nor permit any alteration of or additions to any part of the Demised Premises, except by written consent of Lessor, as provided in Paragraph 17 hereof, which consent shall not unreasonably be withheld.

Mechanic's Lien. Lessee shall have no authority, express or implied, to create or place any lien or encumbrance of any kind or nature whatsoever upon the Property or the Demised Premises. Lessee will not permit any mechanic's lien or liens to be placed upon the Property or the Demised Premises during the term hereof, and, in case of the filing of any lien caused by Lessee, Lessee will, except as otherwise hereinafter provided, promptly pay same. If default in payment thereof shall continue for thirty (30) days after written notice thereof from Lessor to the Lessee, the Lessor shall have the right and privilege at Lessor's option of paying the same or any portion thereof without inquiry as to the validity thereof and any amounts so paid, including expenses and interest shall be so much additional rental hereunder due from Lessee to Lessor and shall be repaid to Lessor immediately on rendition of bill therefor whether or not this Lease is or has already been terminated. Lessor's right to make said payment shall not be deemed Lessor's sole remedy but shall be deemed cumulative and in addition to all other of Lessor's available remedies.

Notwithstanding anything to the contrary herein stated, Lessee shall completely indemnify and hold Lessor forever harmless against any and all loss, cost or expense based on or arising out of such asserted claims or liens and all consequences thereof, including reasonable attorney's fees and costs. Lessee shall not be required to pay, discharge or remove any such mechanic's lien or liens so long as Lessee shall in good faith and with reasonable diligence proceeds to contest the same or the validity thereof by appropriate legal proceedings which will operate to prevent the collection of such mechanic's lien or liens so contested, or the sale of the Property or Demised Premises or of any part thereof, or any interest therein to satisfy the same, because of the nonpayment of any such lien or liens, provided that Lessee shall deposit with Lessor, upon demand by Lessor at any time, an amount sufficient to

pay in full a sum equal to One Hundred Twenty-five (125%) Per Cent of the amount of such contested mechanic's lien or liens, or such other amount as may reasonably be required by Lessor or its mortgagee, for the purpose of paying and discharging the same in the event Lessee shall be unsuccessful in such contest. Upon the final disposition of any such contest, and upon delivery to Lessor of evidence showing such disposition, or upon abandonment of such contest by Lessee, Lessor agrees to apply this amount deposited with it toward the payment of such lien or liens, together with all interest and costs thereon, refunding the surplus, if any, Lessee; provided that, if the amount of any such mechanic's lien or liens so contested, as finally determined, plus interest and costs, is in excess of the amount of such deposit, then Lessor shall not be required to make such payment unless Lessee shall first pay the difference between the amount of such mechanic's lien or liens, interest and costs, and the amount of such deposit, and Lessee covenants and agrees to deposit with Lessor at any time on demand an amount equal to such difference; and Lessor shall have the right (but is not obligated) to pay such difference, and any difference so paid by Lessor shall be and become so much additional rent due from Lessee to Lessor hereunder.

- Indemnity for Accidents. Lessee covenants and agrees that it will protect and save and keep the Lessor forever harmless and indemnified against and from any penalty or damages or charges imposed for any violation of any use or occupancy laws or ordinances, whether occasioned by the neglect of Lessee or those holding under Lessee, and that Lessee will, at all times, protect, indemnify and save and keep harmless the Lessor against and from any and all loss, cost, damage or expense, arising out of or from any accident or other occurrence on or about the Demised Premises. causing injury to any person or property whosoever or whatsoever, except if caused by the negligence of Lessor, and will protect, indemnify and save and keep harmless the Lessor against and from any and all claims and against and from any and all loss, cost, damage, or expense arising out of or relating to the conduct of Lessee's business or by any failure of Lessee in any respect to comply with and perform all the requirements and provisions hereof. If Lessor incurs any loss, cost and expenses (including, but not limited to, reasonable attorneys' fees and Court costs in defending against any of the foregoing or in enforcing this agreement to indemnify) or is required to pay any sums or amounts on account of or by virtue of any of the foregoing, said loss, costs and expenses and the amount or amounts so paid therefor by Lessor shall become so much additional rental hereunder, due and payable by Lessee to Lessor upon demand.
- 6. Non-Liability of Lessor. Lessor shall not be liable for any damage occasioned by failure to keep the Demised Premises in repair, nor for any damage done or occasioned by or from plumbing, gas or water pipes or sewerage or bursting, leaking or running of

any pipes, tank or plumbing fixtures, or damage caused by water, snow, frost or steam, or the roof leaking, in, above, upon or about the Property or the Demised Premises, nor for any damages arising from acts or neglect of any occupants of the Property or of adjacent or contiguous property; Lessee, for itself, its insurers and all subrogees, waives any and all claims against Lessor, including the right of subrogation as more fully set forth in Paragraph 26 hereof, that Lessee might have against Lessor for damages to person or property including, but not limited to, any loss or damage alleged to have resulted from the loss of use of the Demised Premises or of any of the contents thereof, sustained by Lessee, or loss sustained because of any equipment thereon becoming out of repair; all personal property belonging to Lessee, or any other person, located at the Demised Premises, shall be there at the risk of Lessee, or such other person and Lessor shall not be liable for any damage or loss thereto or theft or misappropriation thereof or from the loss of use thereof; provided that nothing herein contained shall be construed to exempt Lessor from any liability resulting from Lessor's negligence nor release the Lessor from its obligations under Paragraph 22 hereof.

- 7. Gas and Electric Charges. Lessee will pay, in addition to the rent above-specified, all gas and electric light and power bills taxed, levied, or charged on the Demised Premises for and during the time for which this Lease is granted. In case said bills for gas, electric light and power shall not be paid when due, Lessor shall have the right to pay the same, which amounts so paid, together with any sums paid by Lessor to keep the Demised Premises in a clean and healthy condition, as above-specified, are declared to be so much additional rent and shall be payable with the installment of basic rent next due thereafter.
- 8. **Keep premises in Repair.** Except as provided in Paragraph 22 hereof, Lessor shall not be obligated to incur any expense for repairing any improvements upon said Demised Premises or connected therewith, and the Lessee, at his own expense, will keep all improvements in good repair (injury by fire, or other causes beyond Lessee's reasonable control excepted) as well as in good tenantable, neat, clean and wholesome condition (ordinary wear and tear thereof excepted), and will comply with all local or general regulations, laws and ordinances applicable to the use and occupancy of the Demised Premises as well as lawful requirements of all competent authorities in that behalf. If Lessee does not make repairs as required hereunder promptly and adequately, Lessor may but need not make such repairs and pay the costs thereof, and such costs shall be so much additional rent immediately due from and payable by Lessee to Lessor.
- 9. <u>Assignment of Warranties</u>. Lessor will to the extent permissible assign to Lessee all benefits it has under warranties, if any, that it may have received from manufacturers, contractors

or others, insofar as said warranties cover equipment which must be maintained, replaced or repaired by Lessee pursuant to the terms hereof.

- 10. Access to Demised Premises. Lessee will allow Lessor free access to the Demised Premises during reasonable hours, except in case of an emergency when Lessor may have access at any hour in order to make emergency repairs, for the purpose of examining or exhibiting the same, or to make any needful repairs, or alterations on said Demised Premises, which Lessor may see fit to make. Lessor may place a "For Rent" sign on the Demised Premises during the last six (6) months of the term of this Lease.
- 11. <u>Default</u>. Lessee hereby agrees that, in the event and upon the occurrence of any one or more of the following events:
  - (a) Lessee shall default in making its payments hereunder, or any of them and the same are not remedied within five (5) days after written notice to Lessee, or in performing any of the other agreements, terms and conditions of this Lease, and the same are not remedied within thirty (30) days after written notice to Lessee;
  - (b) The making by Lessee of any assignment for the benefit of its creditors;
  - (c) The levying of a writ of execution or attachment on or against the property of Lessee;
  - (d) Proceedings are instituted in a court of competent jurisdiction for the reorganization, liquidation or involuntary dissolution of Lessee or for its adjudication as a bankrupt or insolvent or for the appointment of a receiver of the property of Lessee and said proceedings are not dismissed and any receiver, trustee, or liquidator appointed therein discharged within thirty (30) days after the institution of said proceedings, except that if any of the foregoing proceedings are instituted by Lessee, the thirty (30) days provision above set forth shall not apply;
  - (e) Subject to Paragraph 4, the doing or permitting to be done by Lessee of any act which creates a mechanic's lien or claim therefore against the Property and/or the Demised Premises; and
  - (f) If Lessee shall abandon or vacate the Demised Premises as provided in Paragraph 3 hereof;

then in any such event, Lessor, in addition to all other rights and remedies available by law, but subject to any contrary or limiting

provision contained elsewhere in this Lease, and without further demand or notice, at its election, may either:

- Terminate this Lease and forthwith repossess the (i)Demised Premises and be entitled to recover as damages, all basic rent, additional rent, and any other sums due and payable by Lessee hereunder on the date of termination, plus the sum of an amount equal to the then present value of the basic rent, additional rent and such other sums payable during the residue of the term hereof, less the fair rental value of the Demised Premises for such residue (taking into account the time and expense necessary to obtain a replacement tenant), and the cost of performing any other covenants which would otherwise have been performed by Lessee. Upon such termination, Lessee shall surrender possession of the Demised Premises as provided hereafter in Paragraph 11; or
- (ii) Terminate Lessee's right of possession only without termination of the Lease. Lessee shall surrender possession and vacate the Demised Premises immediately and deliver possession to Lessor. Lessee hereby grants to Lessor full and free license to enter into and upon the Demised Premises in such event with or without process of law to repossess Lessor to the Demised Premises, and to remove Lessee and all of its property therefrom, without being deemed in any manner guilty of trespass, and without incurring any liability for any damage resulting therefrom. Lessee hereby waives any right to claim damage against Lessor for re-entry and expulsion. The said acts by Lessor shall not constitute a relinquishing of Lessor's right to basic rent, additional rent and all other sums due by Lessee hereunder, and shall not constitute a relinquishing of any other rights given to Lessor hereunder or by operation of law. Lessee shall, upon such termination of possession, forthwith pay to Lessor a sum equal to the entire amount of the basic rent, as well as all additional rent due for the residue of the term hereof, plus any other sums herein to be paid by Lessee for the remainder of the term of the Lease. Subject to applicable law, Lessor may relet the Demised Premises for such rent and upon such terms as Lessor in its sole discretion shall determine. Upon termination of such possession, Lessor may make repairs, changes and alterations in or to the Demised Premises, and may redecorate same. Lessee shall, upon demand, pay the reasonable cost

thereof, together with any reasonable costs to Lessor of reletting, including, without limitation, any broker's commission incurred by Lessor. If the consideration collected by Lessor upon any reletting of the Demised Premises is sufficient or in excess (which excess Lessor may retain) of the amount necessary to pay all of the aforesaid rent and other sums due from Lessee under the Lease plus the said costs of repairs, redecorating and reletting, Lessee need not pay said sums to Lessor. Lessee shall, however, pay to Lessor the amount of any deficiency on demand, and Lessee agrees that Lessor may file suit to recover any sums falling due under the terms of this Paragraph from time to time.

Lessee shall pay upon demand all of Lessor's costs, charges and expenses including fees of attorneys, agents and others retained by Lessor, incurred in enforcing any of the obligations of Lessee under this Lease and waives the right to trial by jury in any such proceedings, and shall also pay on demand said sums in any litigation, negotiation or transaction in which Lessor shall, without Lessor's fault, become involved through or on account of this The acceptance of rent, whether in a single instance or Lease. repeatedly after it falls due, or after knowledge of any breach by Lessee, or after the giving or making of any notice or demand, whether according to any statutory provision or not, or any act or series of acts except an express written waiver, shall not be construed as a waiver of Lessor's right to act without notice or demand or as a waiver of any other right hereby given to Lessor, or as an election not to proceed under the provisions of this Lease.

Holding Over. Lessee agrees to yield and deliver up the Demised Premises to Lessor peaceably and quietly upon the termination of this Lease Agreement in as good a condition as the same was at the date of possession by Lessee as more fully set forth in Paragraph 2 hereof, loss by fire or other casualty, and reasonable wear and tear excepted, and will return the keys to the Demised Premises to Lessor at the place of payment of rent. If Lessee retains possession of the Demised Premises or any part thereof after the termination of the term hereof, then Lessor may, at its option, within thirty days after termination of the term serve written notice upon Lessee that such holding over constitutes either (i) renewal of this Lease for one year and from year to year thereafter at double the existing rental set forth in Paragraph 1 or (ii) creation of a month to month tenancy, upon the terms of this Lease except at double the monthly rental specified in Paragraph 1, or (iii) creation of a tenancy at sufferance at double the rental specified in Paragraph 1 computed on a daily basis for each day that Lessee remains in possession of the Demised Premises. If no such written notice is served, then a tenancy at sufferance

at the aforesaid rental shall have been created. The provisions of this Paragraph 12 shall not constitute a waiver by Lessor of any right of re-entry as hereinabove set forth in Paragraph 11 hereof; nor shall the receipt of any rent by Lessor or any other act in apparent affirmance of tenancy operate as a waiver of the right of Lessor to terminate this Lease for a breach of any of the covenants herein.

- 13. Extra Fire Rasard. There shall not be allowed, kept, or used on the Demised Premises any inflammable or explosive liquids or materials save such as will be necessary for use in the business of the Lessee, and in such case, any such substances shall be delivered and stored in amount, and used, in accordance with the rules of the applicable Board of Underwriters and statutes and ordinances now or hereafter in force.
- 14. <u>Estoppel Certificate</u>. Upon request of Lessor, Lessee will execute a tenant estoppel statement certifying that:
  - (a) This Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect);
  - (b) The date to which the rent and other charges have been paid; and
  - (c) Acknowledging that there are not, to Lessee's knowledge, any uncured defaults on the part of Lessor hereunder, or specifying such defaults, if any, that are claimed.

Any such statement may be conclusively relied upon by any prospective purchaser or person holding an encumbrance on the Demised Premises and/or the Property. Lessee's failure to deliver such a statement, upon request by Lessor, shall be deemed to mean that this Lease is in full force and effect except as may be represented by Lessor, that there are no uncured defaults in Lessor's performance, and not more than one month's rent has been paid in advance by Lessee.

15. Fire and Casualty. If the Demised Premises and/or the Property shall be damaged by fire or other casualty, the damage shall be repaired by and at the expense of Lessor without recourse against Lessee unless the amount of loss or damage exceeds the available insurance proceeds in which event Lessor reserves all rights, if any, that it may have against Lessee to recover such excess, and the rental hereunder shall abate in proportion to the part of the Demised Premises which is reasonably not usable by Lessee in the conduct of Lessee's business at the Demised Premises until repairs have been made. Except to the extent of rental abatement as aforesaid, the Lessor shall be under no liability

whatsoever for any delay in making repairs or restoration, but Lessor agrees to make repairs as promptly as reasonably possible. Provided, further, that, in the event of extensive damage by fire or other casualty to the Demised Premises and/or to the Property, the Lessor may elect not to repair or rebuild, in which case this Lease shall terminate as of the date of the extensive damage. Lessor agrees to give Lessee written notice of such election to terminate within ninety (90) days of the date of the extensive damage, and the rental hereunder shall be adjusted to the date of "Extensive damage" for purposes of this the extensive damage. Paragraph 15 shall mean if more than fifty (50%) per cent of the floor area of the Demised Premises or the Property is rendered untenantable as a result of the fire or other casualty. in the event of termination under this Paragraph, shall vacate the Demised Premises promptly after receipt of Lessor's written notice of election to terminate. Lessee shall have a reasonable time within which to remove any of its personal property it may choose to remove after receipt of Lessor's written notice of election. Lessee agrees to repair, restore, replace, or otherwise make disposition of any of Lessee's furniture, fixtures, or other property damaged by such fire or other casualty in the Demised Premises or the Property without recourse against the Lessor. If the Lease is terminated as provided in this Paragraph 15, basic rental, additional rental and any other sum which may be payable by Lessee hereunder shall be prorated on a per diem basis to the date of termination. In no event shall any such termination relieve Lessee of any liability already theretofore accrued or which by the terms of this Lease shall continue after termination.

- 16. Rules. Lessee agrees that it will maintain a high quality enterprise, abide by and will keep and observe all reasonable written rules and regulations which Lessor may make from time to time for the management, safety, care and cleanliness of the Demised Premises and the Property and the surrounding grounds, and for the preservation of good order therein. It is understood that the maintenance of the prestige and public reputation and goodwill of the Property is of the utmost importance to the Lessor and the other occupants of the Property. A violation(s) of any such rules and regulations shall be deemed a breach of this Lease by Lessee.
- 17. Alterations. After Lessee takes possession of the Demised Premises, no alterations, remodeling or renovations shall be made by Lessee during the lease term in or to the Demised Premises without the consent of Lessor first being obtained in writing. If such approval is given, all work shall be done in strict compliance with all applicable building, zoning and other relevant codes, ordinances, laws or regulations of whatsoever kind or nature, and shall be performed in a first-class manner by competent contractors acceptable to Lessor. All alterations and

additions to the Demised Premises shall remain for the benefit of Lessor unless otherwise provided in the consent aforesaid. Notwithstanding the foregoing, Lessee shall have the right to remove any trade fixtures other than lighting fixtures at the expiration of the Lease subject to repairing any damage caused by such removal. However, goods and effects not removed by Lessee at the termination of this Lease shall be considered abandoned and Lessor may dispose of same as it deems expedient at Lessee's expense. Any alterations and additions shall be completed by Prior to commencing any such work Lessee with due diligence. Lessor may require that Lessee furnish Lessor, for its approval, (i) plans and specifications prepared by a licensed architect: (ii) an estimate of the cost of the proposed work together with evidence satisfactory to Lessor that Lessee will be able to make payment for completion of all work free and clear of liens; and (iii) certificates of insurance insuring Lessor against any and all liabilities which may arise out of or be connected in any way with such alterations or additions. All such alterations or additions to the Demised Premises shall be at Lessee's sole expense unless otherwise expressly provided hereunder by a separate Rider hereto. Lessee will comply, at its own expense, with the requirements of all governmental authorities including, but not limited to, obtaining all of the necessary building permits that are required in making said alterations, remodeling or renovations.

- 18. Late Charges. Lessee acknowledges that late payment of basic rent, additional rent or other sums due hereunder will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Therefore, if any rent or other sum due hereunder is not paid by Lessee on or before the sixth day after the date that it is due, Lessee shall pay a late charge equal to 1.5% of the amount not paid, without any requirement for notice to Lessee.
- 19. <u>Insurance</u>. Lessee shall, at its sole cost and expense, procure and maintain:
  - (a) General Public Liability Insurance insuring Lessor, Lessor's beneficiaries and agents, and Lessee as their interests may appear against all claims, demands, or actions for injury to or death of any one person in an amount of not less than \$250,000.00 and not less than \$500,000.00 for injury to or death of more than one person in any one accident, and for damage to property in an amount not less than \$50,000.00. Lessor shall have the right to reasonably direct Lessee to increase said amounts whenever it considers them inadequate.
  - (b) Fire Insurance with extended coverage endorsements as Lessor may reasonably require from time to time covering all of Lessee's stock in trade, inventory, fixtures,

furniture, furnishings and equipment, and plate glass insurance.

- (c) Adequate compensation insurance covering its employees, and make all proper reports to the United States Government and to the State of Illinois pursuant to any existing Social Security, Fair Labor Standards, unemployment insurance, or other similar legislation, and pay all taxes, insurance premiums or contributions called for by any such legislation.
- All insurance carried by Lessee shall be in form, and in (d) responsible companies, satisfactory to Lessor and shall provide that it will not be subject to cancellation, termination or change except after at least thirty (30) days prior notice to Lessor. Subject to the provisions of Paragraph 26 hereof, the policies shall contain a waiver of subrogation clause by the insurer. Certificates of insurance, together with evidence of the payment of premium thereon, shall be delivered to Lessor on or before the commencement of this Lease Agreement, and upon renewals of such policies, not less than thirty (30) days prior to the expiration of the term of such coverage. If Lessee fails to comply with such requirements, Lessor may obtain such insurance and keep the same in effect and the premiums therefor shall be deemed additional rent, which shall be deemed immediately due and payable. Such insurance set forth in Paragraph 19, shall insure the named insureds against any losses as therein provided, including, but not limited to losses which may result during any renovations and construction made to the Demised Premises by Lessee.
- 20. Transfer of Ownership by Lessor. Lessee agrees that, in the event Lessor should transfer its ownership interest in the Property or in the event of the foreclosure by any mortgagee under any mortgage or beneficiary under any trust deed on the Property, Lessee will automatically become the tenant of any such successor in interest without change in the terms of this Lease. In such event, Lessor shall be responsible for all acts or omissions on the part of Lessor up to the date of any such sale or other transfer, but Lessee agrees to look only to any such successor in interest for the performance of Lessor's obligations under this Lease from and after the date of any such sale or other transfer.
- 21. Broker. Lessee warrants that it has had no dealings with any broker or agent in connection with this Lease, and covenants to pay, hold harmless and indemnify Lessor from and against any and all cost, expense or liability for any compensation, commissions and charges claimed by any broker or other agent claiming a com-

mission by virtue of representing Lessee with respect to this Lease or the negotiation thereof.

- 22. Maintenance by Lessor. Except for damage by fire, casualty or eminent domain as provided in Paragraphs 15 and 24 hereof, during the term of this Lease and any extension thereof, Lessor covenants and agrees to cause the Demised Premises to be adequately equipped with facilities for hot and cold water, gas and lighting. It is mutually covenanted and agreed that Lessor shall not be liable for damages, nor shall rental abate nor shall it be deemed a constructive or actual eviction, nor a disturbance in any manner whatsoever of Lessee's possession or quiet enjoyment for failure of the Lessor to furnish any of the aforesaid services to be provided by Lessor, or for failure to make repairs as hereinafter provided. Lessor covenants to:
  - (a) Maintain the landscaping and do snow removal.
  - (b) Repair or cure all defects which shall appear in the heating, air-conditioning, hot water heater, plumbing, drainage, and electrical systems, contained in and on the Demised Premises, and the outside pavement of the Demised Premises, except normal settlement cracks. Notwithstanding the foregoing, Lessee shall be responsible for the day to day maintenance and minor repairs (as determined by Lessor) of the heating and air conditioning units and the hot water heater, and the plumbing system.
  - (c) Make all necessary repairs or replacements to the roof, supporting members and exterior walls (excluding all glass doors and windows) of the Property and Demised Premises; and provided, however, in each case, that Lessee, upon Lessee's actual discovery of any such defect, promptly and diligently shall have given Lessor written notice thereof.

If Lessor shall fail, in accordance with the foregoing provisions of this Paragraph 22, to make, or commence and be diligently attempting to complete, the repairs or replacements required by the foregoing provisions of the Paragraph, to be made by it, the Lessee may, on no less than thirty (30) days prior written notice thereof to the Lessor, make said repairs or replacements and, upon demand, Lessor shall pay to Lessee, or Lessee may withhold from rent payable hereunder, all sums reasonably spent by it in making said repairs or replacements. Unless otherwise provided in Paragraph 15, it is agreed that rental shall not abate for periods reasonably required by Lessor to make necessary repairs. Lessor shall have no liability to make repairs under this Paragraph 22 with respect to any matter arising from the act or neglect of Lessee, or with respect to any item that is not the specific obligation of Lessor to repair or replace, and shall not

be liable to Lessee if Lessor is diligently attempting to complete such repairs or replacements and Lessor needs additional time to complete same.

23. Environmental Compliance. The term "Environmental Activities" as used in this Lease shall mean any storage, presence, existence, release, threatened release, use, generation, abatement, removal, disposal, handling or transportation of any Hazardous Materials, in, to, on, under, from or about the Demised Premises. The term "Hazardous Materials" as used in this Lease shall mean any substance whose nature and/or quantity or existence, use, manufacture or effect render it subject to Federal, state or local regulation, investigation, remediation or removal as potentially injurious to public health or welfare. Lessee shall, at its sole cost and expense comply with and maintain the Demised Premises in compliance with any and all laws pertaining to Hazardous Materials, Environmental Activities and any other environmental laws, regulations, ordinances or other requirements of whatsoever kind or nature that may be applicable.

Lessee shall not dispose of or release any Hazardous Materials or install any Hazardous Materials storage tanks on, at, under or about the Demised Premises. Lessee shall not cause, or permit any Hazardous Materials to be brought upon, treated, stored, disposed of, discharged, released, produced, manufactured or used upon, about or beneath the Demised Premises. Lessee's obligation under this Paragraph 23 shall survive the expiration or earlier termination of this Lease.

- Condemnation. If the whole or any part of the Demised Premises shall be taken by any public authority under the power of eminent domain, then the term of this Lease shall cease as of the day possession shall be taken by such public authority and the rent shall be paid up to the said date with proportionate refund by Lessor of such rent as shall have been paid in advance. portion of the Property other than the Demised Premises is so taken under the power of eminent domain, the Lessor shall have the right to terminate this Lease as of the day possession shall be taken by such public authority by giving Lessee written notice of termination within sixty (60) days after taking of possession by such public authority. Lessee can file its own separate claims for loss if this Lease is terminated under the aforesaid circumstances to the extent it does not reduce the award to Lessor. Lessee shall be entitled to claim an award specifically for loss of or damage to Lessee's trade fixtures and removable personal property. Lessee shall not, however, be entitled to receive any award for loss of its leasehold interest, the right to such award being hereby assigned by Lessee to Lessor.
- 25. Quiet Enjoyment. Lessor covenants and warrants that it is lawfully seized in fee of the Demised Premises and that it will

deliver possession of the Demised Premises to Lessee on the commencement date of this Lease free and clear of all rights of others. Lessor further covenants that, upon paying the rent provided for herein, and upon performing the covenants and agreements of this Lease to be performed by Lessee, the Lessee will have, hold, and enjoy quiet and peaceful enjoyment and possession of said Demised Premises, and that Lessor shall warrant and defend Lessee in the peaceful and quiet enjoyment of said Demised Premises against the claims of all persons throughout the term of this Lease and any extension thereof, except claims of third parties claiming by, through or under this Lease, or arising through or by reason of acts or conduct of Lessee.

- 26. Waiver of Subrogation. To the extent that it is permissible under a party's insurance coverage, and up to an amount equal to the amount of such insurance coverage, each of the parties hereby waives any and all rights of recovery against the other and against any other tenant or occupant of the Property, or against the officers, employees, agents, representatives, customers and business visitors of such other party or of such other tenant or occupant of the Property, for loss of or damage to such waiving party or its property or the property of others under its control, arising from any cause insured against under an applicable fire insurance policy with extended coverage endorsements (covering additional perils) or under any other policy of insurance carried by waiving party in lieu of such fire policy. Each party will furnish the other with satisfactory evidence of such waiver(s) of subrogation from their respective insurers if such waiver can be obtained from their insurer.
- 27. Parking Area. Lessee agrees to conform with any reasonable rules and regulations Lessor may establish from time to time in connection with the parking area and driveway. Lessee agrees that the vehicles of its employees, agents, invitees, customers and others shall only be parked in such places as are designated by Lessor.
- 28. <u>Decorating</u>. Lessee, at its own expense, will do any additional interior decorating that Lessee deems necessary.
- 29. <u>Janitorial Service and Garbage Removal</u>. Lessee, at its own expense, shall provide its own janitorial service and garbage removal.
- 30. <u>Signs</u>. Lessee, at its own expense, may install signs in only places designated, and of material, size and shape approved by Lessor.
- 31. <u>Notice</u>. Notice or other writing which either party is required to, or may wish to send to the other in connections with this Lease, shall be in writing and shall be delivered personally

or sent by United States Registered or Certified Mail, return receipt requested, addressed as follows:

(a) If to Lessor:

Arun Enterprises 2700 Oak Brook Road

Oak Brook, Illinois 60521

(b) If to Lessee:

Triple S Machining 5235 Thatcher Road Downers Grove, IL 60515

Kenneth Svab

or to such other address as either party may, from time to time, designate in a written notice to the other. A notice served by mail shall be deemed to be served on the date when such notice is deposited in the United States Mail.

- 32. Chairs and Floor Pads. Lessee is required to place under every chair that has rollers or casters an appropriate floor mat thereby protecting the carpet and/or floor from the excessive wear caused by the rollers or casters.
- 33. Option to Renew. Provided that Lessee is not in default under this Lease, Lessee shall have the option of renewing this Lease for two (2) additional one-year (1) term, commencing on March 1, 1994, and ending on February 28, 1996, on the same terms and conditions as provided herein, save and excepting this Paragraph 33, and the basic rental ("B.R.") during such renewal term which shall be in the amount of \$\_\_\_\_\_ and which shall be payable as follows:
  - From March 1, 1994, through February 28, , 1995, B.R.  $\frac{12,000.00}{12}$ , one/twelfth  $\frac{1}{12}$ ,  $\frac{1000.00}{12}$  to be paid on the first day of each month, in advance, during the said years.
  - From March 1, , 1995, through February 28 , 1996, B.R.  $\frac{12,300.00}{,}$  one/twelfth (1/12),  $\frac{1}{1,025.00}$  to be (b) paid on the first day of each month, in advance, during the said years.

Lessee shall exercise such option to renew by giving Notice to Lessor of its intention to so renew not more than twelve (12) nor less than six (6) months prior to the end of the current Lease term. If Lessee does not so exercise its option, said option shall become null and void and shall be of no further force or effect.

34. **Security Deposit**. To secure the faithful performance by Lessee of all of the covenants and agreements in this Lease on the part of the Lessee to be fulfilled, kept, and performed, including, but without limiting the generality of the foregoing, such

covenants, and agreements which become applicable upon its termination by re-entry or otherwise, Lessee has deposited with Lessor the sum of one thousand dollars (\$1000.00) Dollars as a Security Deposit on the understanding:

- (a) That such deposit, or any part thereof, may be applied to the curing of any default that may exist, without prejudice to any other remedy or remedies which the Lessor may have on account thereof, and upon such application Lessee shall pay Lessor on demand the amount so applied which shall be added to the Security Deposit so the same will be restored to its original amount;
- (b) That should the Demised Premises be conveyed by Lessor, the Security Deposit may be turned over to Lessor's grantee, and if the same be turned over as aforesaid, Lessee hereby releases Lessor from any and all liability with respect to the Security Deposit and its application or return, and Lessee agrees to look to such grantee for such application or return;
- (c) The Lessor shall not be obligated to hold said deposit as a separate fund, but on the contrary may commingle it with other funds; Lessor shall not be obligated to pay Lessee interest on the deposit;
- (d) That the amount of the Security Deposit shall be equal to one (1) month's basic rental and as such basic rental increases the amount of the Security Deposit shall also increase so that it shall at all times be equal to one (1) month's basic rental; and
- (e) That, if Lessee shall faithfully perform all of the covenants and agreements in this Lease contained on the part of Lessee to be performed, the sum deposited or the part or portion thereof not previously applied shall be returned to Lessee without interest no later than thirty (30) days after the expiration of the Lease Term or any renewal or extension thereof, provided Lessee has vacated the Demised Premises and has surrendered possession thereof to Lessor at the expiration of the Lease Term or any extension thereof as provided herein.
- 35. <u>Subordination</u>. This Lease, at Lessor's option, shall be subject and subordinate to all mortgages or trust deeds which may now or hereafter affect the Property, of which Demised Premises are a part, and to all renewals, modifications, consolidations, replacements and extensions thereof. This clause shall be self-operative and no further instrument of subordination shall be required for any mortgagee. In confirmation of such subordination,

Lessee shall execute promptly any certificate that Lessor may request.

#### 36. Miscellaneous.

- (a) The terms, covenants and conditions hereof shall be binding upon and inure to the successors in interest, heirs, legal representatives and assigns of the parties hereto.
- (b) Lessee waives and disclaims any present or future right to set off in any action for rent, any obligation of Lessor, and agrees to perform promptly all the obligations of this Lease.
- (c) If any clause, phrase, provision or portion of this Lease or the application thereof to any person or circumstance shall be invalid, or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this Lease nor any other clause, phrase, provision or portion hereof, nor shall it affect the application of any clause, phrase, provision or portion hereof to other persons or circumstances.
- (d) Titles are used herein for convenience only and shall not affect the meaning of any provisions hereof.
- (e) Each individual executing this Lease on behalf of Lessee personally represents and warrants that he/she is duly authorized to execute and deliver this Lease on behalf of Lessee.
- (f) Neither any waiver of any default or any agreement for the extension or modification of any of the terms of this Lease shall be binding on Lessor or Lessee unless evidenced by a writing signed by Lessor or Lessee as the case may be.

LESSEE:

Triple S Machining Ltd.

AMERICAN NATIONAL BANK, AS
TRUSTEE, UNDER TRUST
NUMBER 41188

By Dwight Olsen of

(If a corporation, an authorized enterprises; Arun enterprises is the agent officer must sign.) of the beneficiary of

said Trust

#### ENCLOSURE IV

DOWNERS GROVE FIRE DEPARTMENT FIRE PREVENTION BUREAU

719-4583

**=**:=

LOCATION: 5235 THATCHER

MONTH DUE: 08-89
STATION #: 1

	DATE OF INSPECTION	8/8/89
FINING	BANGE MIS 142	120

TRIDIE & MACHINING

COMPANY:	<b>AND CANT</b>	RIPL	E S MACRIMINE	BADGE #'S 193 13	<u> </u>
PHONE:	960-	4500	ン	BUSINESS CODE: 8600	-5201-09
		VIOL	LATIONSCHECK THE BOX ONL	Y WHEN A VIOLATION IS NO	TED
OUTSIDE	BUILDING		INSIDE BUILDING	ELECTRICAL EQUIPMENT	FLAMMABLE LIQUIDS
101	Clear Fire	Lane	FIRE WALLS  301 Condition FIRE DOORS	PANEL  401 Condition  402 Accessible	601 Storage 602 Dispensing/Groundi 603 Ignition Sources
103	High Weeds.		311 Condition 312 Operation	403 Unused Openings OUTLETS	<del></del>
111	Clear Level		Approved Hold-Open Devices	Condition Covers	PUMP / RISER ROOM 701 Condition
113	Open Area F.D. CONNECT Accessible	TIONS	COMBUSTIBLE CEILINGS / WALLS	EXTENSION CORDS 421 Condition	RISERS & VALVES 711 Condition
122	Condition Caps & Plu	15	321 Condition AISLES 331 Width	Proper Usage EMERGENCY LIGHTS 431 Adequate	712 Accessible SPRINKLERS 721 Full coverage
124	Test Drain	-Orifice	332 Arrangement EXITS	Condition EXIT LIGHTING	722 Wrench 723 Spare Heads
131 132	Condition Needs Prote FIRE HYDRAN		341 Obstructions 342 Door Hardware 343 Locking Devices	441 Condition 442 Adequate	DRAINS  731 Marked
141	Condition Obstruction		343 Locking Devices STORAGE ARRANGEMNT  351 Condition	443 Battery Test SPECIAL WIRING 451 Condition	ALARM SYSTEMS  ALARM PANEL
143	Height Needs Prote		352 Height 353 No-Smoking Signs	EXTINGUISHING SYSTEMS PORTABLE	801 Accessible 802 Zone Ident./Map
<b>ROOF</b>	Debris		HEATING EQUIPMENT  Condition  Section 1997  Condition 1997  Section 1997  HEATING EQUIPMENT	501 Adequate 502 Class 503 Accessible	LOCAL ALARMS Adequate
202	Electric St	nut-Offs	362 Fuel Shut-Offs 363 Boiler Inspection Cert.	503 Accessible Needs Servicing HOODS & DUCTS	PULL STATIONS  821 Condition  822 Accessible
999 9	OLATIONS Not Covered (See Co	d omments)	Clear of Storage ELEVATORS  Keys	511 Condition 512 Fusible Links 513 Servicing Neede	DETECTORS  831 Location
========= avt	E OCCUPANT:	:======: D11C	DETECTION SYSTEM:		ESS OWNER
	EXEMPTIONS:	805	SPRINKLER SYSTEM:		SVAB
LIQU	OR LICENSE:	N	ANTI-FREEZE SYSTEM:	ADDRESS:	
NO-SMO	KING SIGNS:	N	DOUBLE DETECTOR CHECK VALVE ASSY:	CITY:	ST:
	FIRE PUMP:			ZIP: 0	PHONE: 325-9537
BACK-UP	GENERATOR:		HAZARDOUS MATERIALS:	_	ANAGEMENT COMPANY
	TANKS:		PRE-PLANNED: N	NAME: HERBERT	SVAB
	OCK BOX(S):		PRE-PLAN REVISED:	ADDRESS:	
	reby authori		WORKED & OILED?	CITY: ZIP: o	ST: PHONE: 354 - 8434
			op of this form.	-	BUILDING OWNER
SIGNATU	7.04.00	4 ()	DATE 8/8/8/	NAME:	
unless 1	violation(s)	have bee	be one (1) year from now, on noted on this form. When	ADDRESS: SE	= 5205 THATCHE
schedule			l, a re-inpsection will be from today.	CITY:	ST:
			(s) that have been indicated s required to comply.	ZIP: 0	PHONE:
	received a c			, NO APP/	ARENT VIOLATIONS NOTED

SEE ADDITIONAL COMMENTS

DOWNERS GROVE FIRE DEPARTMENT FIRE PREVENTION BUREAU

719-4583

REMARKS/COMMENTS:

LOCATION: 5235 THATCHER

PHONE: 960-4500

COMPANY: TRIPLE "5" MACHINING CTD

MONTH DUE: 08-90 STATION #: 1

DATE OF INSPECTION 8-6-9

BADGE #'S 89 94

BUSINESS CODE: 8600-5201-0109 VIOLATIONS--CHECK THE BOX ONLY WHEN A VIOLATION IS NOTED

Condition   Cond		, <u> </u>		
Clear Fire Lane   Soil   Condition   Conditio	OUTSIDE BUILDING	INSIDE BUILDING	ELECTRICAL EQUIPMENT	FLAMMABLE LIQUIDS
Condition   Cond	•	FIRE WALLS		601 Storage
Condition   Cond	101 Clear Fire Lane	301 Condition	401 Condition	· ·
## More Servicing Signs   Sign	}		402 Accessible	<del></del>
STRINGERY STAMPPIPE SYSTEM   STRINGERY STAMPPIPE STATEM   STRINGERY STAMPPIPE STATEMPIPE   STRINGERY STAMPPIPE STATEMPIPE   STRINGERY STAMPPIPE STATEMPIPE   STRINGERY STAMPPIPE STATEMPIPE   STRINGERY STAMPPIPE	103 High Weeds/Grass	[311] Condition		<b></b>
	!	<del> </del>	<del></del>	<del></del>
Leve    Moid-Open BowTees   Entrision CRDS   F.D. CONNECTIONS   CEILINGS / WALLS   EXTENSION CRDS   F.D. CONNECTIONS   CEILINGS / WALLS	111 Clear	·	411 Condition	PUMP / RISER ROOM
Commodition   Committee   Commodition   Committee   Commodition   Committee   Commodition   Committee   Commodition   Committee   Co	[	——————————————————————————————————————	<del> </del>	701 Condition
Condition   Sill   Condition	h	•	<del></del>	<del></del>
Accessible   Condition   Con	1		h	
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STEAM   PROPERTY   BUSINESS OWNER			}	
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Accessible   Acc	A		L	<del></del>
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ROOF  ROOF    Sol		}		
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Electric Shut-Offs   363   Boiler   Inspection Cert.   Inspection Cert.   Inspection Cert.   Sold   Clear of Storage   Elevators   Sill   Condition   DETECTORS   See Comments   371   Keys   Sill   Condition   Sill   Fusible Links   Sill   Location   Condition   Condition   Servicing Needs   Servicin		<b></b>	<del></del>	<del></del>
DTHER VIOLATIONS    See   Clear of Storage   Sill   Condition   DETECTIORS   See   Clear of Storage   Sill   Condition   DETECTIORS   See   Comments   Sill   Condition   DETECTIORS   See   Comments   Sill   Condition   See   See	<del></del>	<b></b>	<del> </del>	
State   Stat	202 Electric Shut-Offs	<del> </del>	· ·	L
Section   Sect		· ·		\
TYPE OCCUPANT: BUS DETECTION SYSTEM: N  EXEMPTIONS: SPRINKLER SYSTEM: Y  NAME: KEN SVAB  LIQUOR LICENSE: N  ANTI-FREEZE SYSTEM: N  NO-SMOKING SIGNS: N  DOUBLE DETECTOR CHECK VALVE ASSY: Y  FIRE PUMP: N  BACK-UP GENERATOR: N  HAZARDOUS MATERIALS: N  TANKS: N  PRE-PLANNED: C  KEYS WORK?  I hereby authorize the Downers Grove Fire Department to make an inspection of the building located at the address indicated at the top of this form.  SIGNATURE  Your next inspection will be one (1) year from now, unless violation(s) have been noted on this form. When violation(s) have been noted on this form.  I understand the violation(s) that have been indicated on this form and the measures required to comply. I have received a copy of this form.  SIGNATURE  SIGNATURE  NAME: MR. TOOR  NO APPARENT VIOLATIONS NOTED  NO APPARENT VIOLATIONS NOTED	,	<del></del>	<del></del>	
TYPE OCCUPANT: BUS DETECTION SYSTEM: N  EXEMPTIONS: SPRINKLER SYSTEM: Y  NAME: KEN SVAB  LIQUOR LICENSE: N  ANTI-FREEZE SYSTEM: N  ADDRESS: 16 W 33 ( 947457  THANSDALE ST: 12  TIP: 0 60561 PHONE: 352-9537  MAMAGER / MANAGEMENT COMPANY  TANKS: N  PRE-PLANNED: C  KEYS WORK? MORKED & OILED?  I hereby authorize the Downers Grove Fire Department to make an inspection of the building located at the address indicated at the top, of this form.  SIGNATURE AT THE STATE DATE STORE  I understand the violation(s) have been noted, a re-inspection will be scheduled for days from today.  SIGNATURE AT THE STATE DATE STORE  ADDRESS: 706  CALLEVIEW DF.  CITY: 2 AGKALGE ST: 1 C  ZIP: 0 60525 PHONE: 354-8434  PROPERTY / BUILDING OWNER  NAME: HR. TOOR  ADDRESS:  NAME: HR. TOOR  NAME: HR. TOOR  ADDRESS:  VIII understand the violation(s) that have been indicated on this form and the measures required to comply.  I have received a copy of this form.  SIGNATURE AT THE STATE OF T	<u> </u>		<b>├──┼─</b>	<del></del>
TYPE OCCUPANT: BUS DETECTION SYSTEM: N  EXEMPTIONS: SPRINKLER SYSTEM: Y  NAME: KEN SVAB  LIQUOR LICENSE: N  ANTI-FREEZE SYSTEM: N  NO-SMOKING SIGNS: N  DOUBLE DETECTOR  CHECK VALVE ASSY: Y  FIRE PUMP: N  TANKS: N  PRE-PLANNED: C  LOCK BOX(S): PRE-PLANNED: C  KEYS WORK? WORKED & DILED? I hereby authorize the Downers Grove Fire Department to make an inspection of the building located at the address indicated at the top, of this form.  SIGNATURE STORE DATE SCAPO  Your next inspection will be one (1) year from now, unless violation(s) have been noted on this form. When violation(s) have been noted on this form. When social form is a proper to the scheduled for days from today.  I understand the violation(s) that have been indicated on this form and the measures required to comply.  I have received a copy of this form.  SIGNATURE SAPO  NAME: KEN SVAB  ADDRESS: // C  CITY: HIASDALE ST: 12  ZIP: 0 60521 PHONE: 352-9537  MAMAGER / MAMAGEMENT COMPANY  NAME: HERBERT SVAB  ADDRESS: 706 CALLEVIEW DR.  CITY: 2 AGRAGE ST: 1  ZIP: 0 60523 PHONE: 354-8434  ADDRESS:  NAME: HR. TOOR  NAM		371 Keys	513 Servicing Needed	<del></del>
NO-SMOKING SIGNS: N DOUBLE DETECTOR CHECK VALVE ASSY:  FIRE PUMP: N  TANKS: N PRE-PLANNED: C  KEYS WORK?  I hereby authorize the Downers Grove Fire Department to make an inspection of the building located at the address indicated at the top, of this form.  SIGNATURE  JUNE ST. J2  ZIP: 0 60521 PHONE: 352-9537  MAMAGER / MAMAGENET COMPANY  NAME: HERBERT SVAB  ADDRESS: 706 CALLEVIEW DP.  CITY: 2 AGRAGE ST: JL  ZIP: 0 60525 PHONE: 354-8434  ADDRESS: 706 CALLEVIEW DP.  CITY: 2 AGRAGE ST: JL  ZIP: 0 60525 PHONE: 354-8434  ADDRESS: 706 CALLEVIEW DP.  CITY: 1 AGRAGE ST: JL  ZIP: 0 60525 PHONE: 354-8434  ADDRESS: VIOLATIONS NOTED  ADDRESS: VIOLATIONS NOTED  NAME: HR. TOOR  NAME: HR. TOOR  ADDRESS:  Lunderstand the violation(s) that have been indicated on this form and the measures required to comply.  I have received a copy of this form.  SIGNATURE  SIGNATURE  ADDRESS: VIOLATIONS NOTED  NO APPARENT VIOLATIONS NOTED				OWNER
FIRE PUMP: N  BACK-UP GENERATOR: N HAZARDOUS MATERIALS: W  TANKS: N PRE-PLANNED: C  LOCK BOX(S): PRE-PLAN REVISED:  I hereby authorize the Downers Grove Fire Department to make an inspection of the building located at the address indicated at the top, of this form.  SIGNATURE Lock Date Say Date Say Of this form.  I understand the violation(s) have been noted on this form, when violation(s) have been noted, a re-inspection will be scheduled for days from today.  I understand the violation(s) that have been indicated on this form and the measures required to comply.  I have received a copy of this form.  SIGNATURE Lock Date Say Of Phone: 351 - 12  ZIP: 0 60521 Phone: 352-9537  MAMAGER / MAMAGEMENT COMPANY  NAME: HERBERT SVAB  ADDRESS: 706 CALLEVIEW DP.  CITY: 2 AGNAMEE ST: 12  ZIP: 0 60521 Phone: 352-9537  MAMAGER / MAMAGEMENT COMPANY  CITY: 2 AGNAMEE ST: 12  ZIP: 0 60521 Phone: 352-9537  MAMAGER / MAMAGEMENT COMPANY  NAME: HERBERT SVAB  ADDRESS: 906 CALLEVIEW DP.  CITY: 2 AGNAMEE ST: 12  ZIP: 0 60521 Phone: 352-9537  MAMAGER / MAMAGEMENT COMPANY  NAME: HERBERT SVAB  ADDRESS: 906 CALLEVIEW DP.  CITY: 2 AGNAMEE ST: 12  ZIP: 0 60521 Phone: 352-9537  MAMAGER / MAMAGEMENT COMPANY  NAME: HERBERT TOOR  NAME: HR. TOOR  NAME: MR. TOOR	EXEMPTIONS:	SPRINKLER SYSTEM: Y	NAME: KEN SVAB	
TANKS: N PRE-PLANNED: C NAME: HERBERT SVAB  LOCK BOX(S): PRE-PLAN REVISED: ADDRESS: 706 CALLEVIEW DR.  KEYS WORK? WORKED & OILED? I hereby authorize the Downers Grove Fire Department to make an inspection of the building located at the address indicated at the top, of this form.  SIGNATURE DATE 5-6-70  Your next inspection will be one (1) year from now, unless violation(s) have been noted on this form. When violation(s) have been noted, a re-inspection will be scheduled for days from today.  I understand the violation(s) that have been indicated on this form and the measures required to comply.  I have received a copy of this form.  SIGNATURE ADDRESS:  NO APPARENT VIOLATIONS NOTED  NO APPARENT VIOLATIONS NOTED	LIQUOR LICENSE: N	ANTI-FREEZE SYSTEM: N	ADDRESS: 16 W 3	31 94 <sup>24</sup> 57
HACK-UP GENERATOR: N HAZARDOUS MATERIALS: MANAGER / MANAGEMENT COMPANY  TANKS: N PRE-PLANNED: C NAME: HERBERT SVAB  LOCK BOX(S): MORKED & OILED?  I hereby authorize the Downers Grove Fire Department to make an inspection of the building located at the address indicated at the top, of this form.  SIGNATURE  Your next inspection will be one (1) year from now, unless violation(s) have been noted on this form. When violation(s) that have been indicated on this form and the measures required to comply.  I understand the violation(s) that have been indicated on this form and the measures required to comply.  SIGNATURE  ADDRESS:  WAMAGER / MANAGEMENT COMPANY  NAME: HERBERT SVAB  ADDRESS:  ZIP: 0 60520 PHONE: 352-9537  MANAGER / MANAGEMENT COMPANY  NAME: HERBERT SVAB  ADDRESS:  ZIP: 0 60520 PHONE: 352-9537  MANE: HERBERT SVAB  ADDRESS:  ZIP: 0 60520 PHONE: 354-8434  ZIP: 0 60520 PHONE: 354-8434  ZIP: 0 60520 PHONE: 354-8434  ZIP: 0 60520 PHONE: 352-9537	NO-SWOKING SIGNS: N	r./	CITY: HINISDALE	ST: 12
TANKS: N PRE-PLANNED: C NAME: HERBERT SVAB  LOCK BOX(S):	FIRE PUMP: N	onedic there had to	ZIP: 0 60521	PHONE: 352-9537
ADDRESS: 906 CALLEVIEW DR.  KEYS WORK? WORKED & OILED? CITY: 2 AGRANGE ST: 1 L  I hereby authorize the Downers Grove Fire Department to make an inspection of the building located at the address indicated at the top of this form.  SIGNATURE DATE 5-640  Your next inspection will be one (1) year from now, unless violation(s) have been noted on this form. When violation(s) have been noted, a re-inspection will be scheduled for days from today.  I understand the violation(s) that have been indicated on this form and the measures required to comply.  I have received a copy of this form.  DATE 5-640  ADDRESS: 906 CALLEVIEW DR.  CITY: 2 AGRANGE ST: 1 L  ZIP: 0 60525 PHONE: 354-8434  ADDRESS:  NAME: MR. TOOR  ADDRESS:  ZIP: 0 PHONE:  NO APPARENT VIOLATIONS NOTED	BACK-UP GENERATOR: N	HAZARDOUS MATERIALS:	MANAGER / MANA	GEMENT COMPANY
ADDRESS: 906 CALLEVIEW DR.  KEYS WORK? WORKED & OILED? CITY: 2 AGRANGE ST: 1 L  I hereby authorize the Downers Grove Fire Department to make an inspection of the building located at the address indicated at the top of this form.  SIGNATURE DATE 5-640  Your next inspection will be one (1) year from now, unless violation(s) have been noted on this form. When violation(s) have been noted, a re-inspection will be scheduled for days from today.  I understand the violation(s) that have been indicated on this form and the measures required to comply.  I have received a copy of this form.  DATE 5-640  ADDRESS: 906 CALLEVIEW DR.  CITY: 2 AGRANGE ST: 1 L  ZIP: 0 60525 PHONE: 354-8434  ADDRESS:  NAME: MR. TOOR  ADDRESS:  ZIP: 0 PHONE:  NO APPARENT VIOLATIONS NOTED	TANKS: N	PRE-PLANNED: C	NAME: HERRERT SVAR	
I hereby authorize the Downers Grove Fire Department to make an inspection of the building located at the address indicated at the top of this form.  SIGNATURE  Your next inspection will be one (1) year from now, unless violation(s) have been noted on this form. When violation(s) have been noted, a re-inpsection will be scheduled for days from today.  I understand the violation(s) that have been indicated on this form and the measures required to comply. I have received a copy of this form.  SIGNATURE  WORKED & OILED?  LIP: 0 60525  PHONE: 354-8434  NAME: MR. TOOR  NAME: MR. TOOR  CITY: 2 AGRANGE  ST: 1  ZIP: 0 60525  PHONE: 354-8434  NAME: MR. TOOR  NAME: MR. TOOR  VIII: 2 AGRANGE  ST: 1  INO APPARENT VIOLATIONS NOTED  NO APPARENT VIOLATIONS NOTED		_		
I hereby authorize the Downers Grove Fire Department to make an inspection of the building located at the address indicated at the top of this form.  SIGNATURE  DATE 5-6-90  Your next inspection will be one (1) year from now, unless violation(s) have been noted on this form. When violation(s) have been noted, a re-inpsection will be scheduled for days from today.  I understand the violation(s) that have been indicated on this form and the measures required to comply. I have received a copy of this form.  SIGNATURE  DATE 5-6-90  NAME: MR. TOOR  ADDRESS:  CITY:  ST:  PHONE:  ON APPARENT VIOLATIONS NOTED  NO APPARENT VIOLATIONS NOTED	, , , , , , , , , , , , , , , , , , ,		CITY: A A C A	91.
to make an inspection of the building located at the address indicated at the top of this form.  SIGNATURE  DATE 5-640  Your next inspection will be one (1) year from now, unless violation(s) have been noted on this form. When violation(s) have been noted, a re-inspection will be scheduled for days from today.  I understand the violation(s) that have been indicated on this form and the measures required to comply. I have received a copy of this form.  SIGNATURE  TIP: 0 60725  PHONE: 354-8434  NAME: MR. TOOR  ADDRESS:  CITY: ST:  ZIP: 0 PHONE:  NO APPARENT VIOLATIONS NOTED  NO APPARENT VIOLATIONS NOTED		<b></b>	LAGRANGE	31. IC
Address indicated at the top of this form.  SIGNATURE  Your next inspection will be one (1) year from now, unless violation(s) have been noted on this form. When violation(s) have been noted, a re-inpsection will be scheduled for days from today.  I understand the violation(s) that have been indicated on this form and the measures required to comply.  I have received a copy of this form.  SIGNATURE  DATE  PROPERTY / BUILDING OWNER  NAME: MR. TOOR  ADDRESS:  CITY:  ST:  NO APPARENT VIOLATIONS NOTED  NO APPARENT VIOLATIONS NOTED			710. 060525	DUONE. SEA DASA
Your next inspection will be one (1) year from now, unless violation(s) have been noted on this form. When violation(s) have been noted, a re-inpsection will be scheduled for days from today.  I understand the violation(s) that have been indicated on this form and the measures required to comply.  I have received a copy of this form.  SIGNATURE  DATE  NAME: MR. TOOR  NAME: MR. TOOR  ADDRESS:  CITY:  ST:  NO APPARENT VIOLATIONS NOTED  NO APPARENT VIOLATIONS NOTED			•	
Your next inspection will be one (1) year from now, unless violation(s) have been noted on this form. When violation(s) have been noted, a re-inpsection will be scheduled for days from today.  I understand the violation(s) that have been indicated on this form and the measures required to comply. I have received a copy of this form.  DATE  DATE  NO APPARENT VIOLATIONS NOTED	SIGNATURE TO	Stat DATE 5-640	PR <b>operty</b> / Bui	LDING OWNER
Your next inspection will be one (1) year from now, unless violation(s) have been noted on this form. When violation(s) have been noted, a re-inpsection will be scheduled for days from today.  I understand the violation(s) that have been indicated on this form and the measures required to comply.  I have received a copy of this form.  SIGNATURE  MO APPARENT VIOLATIONS NOTED	- <del></del>		NAME: MR. TOOR	
unless violation(s) have been noted on this form. When violation(s) have been noted, a re-inpsection will be scheduled for days from today.  I understand the violation(s) that have been indicated on this form and the measures required to comply.  I have received a copy of this form.  SIGNATURE  MO APPARENT VIOLATIONS NOTED	Your next inspection will	be one (1) year from now,		
I understand the violation(s) that have been indicated ZIP: 0 PHONE:  on this form and the measures required to comply.  I have received a copy of this form.  SIGNATURE  NO APPARENT VIOLATIONS NOTED		-	ADDRESS:	
I understand the violation(s) that have been indicated ZIP: 0 PHONE:  on this form and the measures required to comply.  I have received a copy of this form.  SIGNATURE  NO APPARENT VIOLATIONS NOTED	violation(s) have been note	d, a re-inpsection will be		
I understand the violation(s) that have been indicated ZIP: Q PHONE: on this form and the measures required to comply. I have received a copy of this form.  SIGNATURE  NO APPARENT VIOLATIONS NOTED	<del></del>	•	CITY:	ST:
on this form and the measures required to comply.  I have received a copy of this form.  SIGNATURE A COPY DATE SOURCE NO APPARENT VIOLATIONS NOTED		-		
on this form and the measures required to comply.  I have received a copy of this form.  SIGNATURE A LOCAL DATE SOLUTIONS NOTED NO APPARENT VIOLATIONS NOTED	I understand the violatio	n(s) that have been indicated	ZIP: O A	PHONE:
SIGNATURE A STANDATE	on this form and the measur	es required to comply.	/\	
SIGNATURE & Ser to L SVAV DATE 8-6-90 NO APPARENT VIOLATIONS NOTED			1	
I RING STATE DATE	SIGNATURE & Fly	2160V 5, 000	,	NT VIOLATIONS NOTED

FIRE PREVENTION BUREAU MONTH DUE: 08-91 719-4583 STATION #: 8 5-41 DATE OF INSPECTION LOCATION: 5235 THATCHER BADGE #'S 89 COMPANY: TRIPLE S PHONE: BUSINESS CODE: 8600-5201-0109 960-4500 VIOLATIONS—CHECK THE BOX ONLY WHEN A VIOLATION IS NOTED INSIDE BUILDING CUISIDE BUILDING ELECTRICAL EQUIPMENT FLAMMABLE LIQUIDS FIRE WALLS PANEL 601 Storage 301 401 602 Clear Fire Lane Condition Condition Dispensing/Groundi 102 4" Address Visible FIRE DOORS 402 Accessible 603 Ignition Sources 103 High Weeds/Grass 311 Condition 403 Unused Openings 604 No-Smoking Signs 312 **EXITS** OUTLETS SPRINKLER/STANDPIPE SYSTEM Operation Approved 111 Clear 313 411 Condition PUMP / RISER ROOM Hold-Open Devices 412 Condition 112 Level 701 Covers Open Area COMBUSTIBLE EXTENSION CORDS RISERS & VALVES CEILINGS / WALLS F.D. CONNECTIONS 421 711 Condition Condition 12] Accessible 321 Condition 422 Proper Usage 712 Accessible AISLES SPRINKLERS 122 Condition EMERGENCY LIGHTS 12 Caps & Plugs 331 Width 431 Adequate 721 Full coverage 124 Test Drain-Orifice 332 Arrangement 432 Condition 722 Wrench GAS METERING **EXITS** EXIT LIGHTING Spare Heads 723 131 Condition 341 Obstructions Condition DRAINS 441 132 Needs Protection 342 Door Hardware 442 Adequate 731 Marked FIRE HYDRANIS 343 Locking Devices 443 Battery Test 732 Accessible 141 STORAGE ARRANGEMNT SPECIAL WIRING Condition ALARM SYSTEMS 142 Obstruction 351 Condition 451 Condition ALARM PANEL EXTINCUISHING SYSTEMS 143 Height 352 Height 801 Accessible 802 Needs Protection 353 No-Smoking Signs **PORTABLE** Zone Ident./Map HEATING EQUIPMENT 501 Adequate LOCAL ALARMS ROOF 361 Condition 502 Class Adequate 811 201 Debris 362 Fuel Shut-Offs 503 **Accessible** PULL STATIONS 363 Needs Servicing Electric Shut-Offs Boiler 504 821 Condition HOODS & DUCTS Inspection Cert. Accessible OTHER VIOLATIONS 364 Clear of Storage 511 DETECTORS Condition 999 Not Covered **ELEVATORS** 512 Fusible Links 831 Location 371 (See Comments) Keys 513 Servicing Needed 832 Condition BUS TYPE OCCUPANCY: CODE MODIFICATIONS: BUSINESS OWNER NO-SMOKING SIGNS: N STORAGE TANKS: N NAME: KEN SVAB DETECTION SYSTEMS: SPRINKLER SYSTEMS: ADDRESS: 16 W 331 94th STREET SEECTAL. DOUBLE-DETECTOR CITY: HINSDALE ST: TL. PROTECTION SYSTEMS: CHECK VALVE ASSY: 325-9537 ZTP: 60521 PHONE: BACK-UP GENERATOR: FIRE PUMP: N MANAGER / MANAGEMENT COMPANY N HAZARDOUS MATERIALS: HERBERT SVAB N PRE-PLANNED: CNAME: LOCK BOX(S): PRE-PLAN REVISED: ADDRESS: 906 CALLEVEIW DRIVE WORKED-OILED? KEYS WORK? PRE-PLAN REVIEWED? CITY: LaGRANGE ST: ΙL I hereby authorize the Downers Grove Fire Department to make an inspection of the building located at the address indicated at the top of this form. ZIP: 60525 PHONE: 354-8434 PROPERTY / BUILDING OWNER √ SIGNATURE DATE NAME: MR. TOOR Your next inspection will be one (1) year from now, unless violation(s) have been noted on this form. When ADDRESS: violation(s) have been noted, a re-inspection will be scheduled for ST: days from today. CTTY: I understand the violation(s) that have been indicated 0 PHONE: ZTP: on this form and the measures required to comply. I have received a copy of this form. REVIEWED BY: ) SICNATURE DATE / NO APPARENT VIOLATIONS NOTED BLDG SIZE=0 REMARKS/COMMENTS:

DOWNERS CROVE FIRE DEPARTMENT

DOWNERS CROVE FIRE DEPARTMENT FIRE PREVENTION BUREAU

719-4583

LOCATION: 5235 THATCHER

COMPANY: TRIPLE

MONTH DUE: 07-92 STATION #: 1

DATE OF INSPECTION  $\frac{2}{6}$ 

BADGE #'S 195 167 \_\_\_\_\_

PHONE: 960-4500

VIOLATIONS—CHECK THE BOX ONLY WHEN A VIOLATION IS NOTED

CUISIDE BUILDING	INSIDE BUILDING	ELECTRICAL EQUIPMENT	FLAMARIE LIQUIDS
[101] Clear Fire Lane	FIRE WALLS  301 Condition	PANEL  [401] Condition	601 Storage 602 Dispensing/Groundi
102: 4" Address Visible	FIRE DOORS	402 Accessible	603 Ignition Sources
103 High Weeds/Grass	311 Condition	Unused Openings	604 No-Smoking Signs
EXITS 1111 Clear	312 Operation 313 Approved	OUTLETS 411 Condition	SPRINKLER/STANDPIPE SYSTEM PUMP / RISER ROOM
112 Level	Hold-Open Devices	412 Covers	[701] Condition
0pen Area	COMBUSTIBLE	EXTENSION CORDS	RISERS & VALVES
F.D. CONNECTIONS Accessible	CEILINGS / WALLS  [321] Condition	421 Condition 422 Proper Usage	711 Condition 712 Accessible
122 Condition	AISLES	EMERGENCY LIGHTS	SPRINKLERS
123 Caps & Plugs 124 Test Drain-Orifice	331 Width 332 Arrangement	431 Adequate 432 Condition	721 Full coverage 722 Wrench
[124] Test Drain-Orifice GAS METERING	[332] Arrangement EXITS	EXIT LIGHTING	722 Wrench 723 Spare Heads
131 Condition	341 Obstructions	441 Condition	DRAINS
132 Needs Protection FIRE HYDRANIS	342 Door Hardware 343 Locking Devices	442 Adequate 443 Battery Test	731 Marked 732 Accessible
141 Condition	STORAGE ARRANGEMNT	SPECIAL WIRING	ALARM SYSTEMS
142 Obstruction	351 Condition	451 Condition	ALARM PANEL
Height Needs Protection	352 Height 353 No-Smoking Signs	EXTINCUISHING SYSTEMS PORTABLE	801 Accessible 802 Zone Ident /Map
1741 Meeds Frotection	HEATING EQUIPMENT	501 Adequate	LOCAL ALARMS
ROOF	361 Condition	502 Class	811 Adequate
201 Debris 202 Electric Shut-Offs	362 Fuel Shut-Offs 363 Boiler	503 Accessible 504 Needs Servicing	PULL STATIONS  821 Condition
heerie side etts	Inspection Cert.	HOODS & DUCTS	822 Accessible
OTHER VIOLATIONS	364 Clear of Storage	511 Condition	DETECTORS
999 Not Covered (See Comments)	ELEVATORS  [371] Keys	512 Fusible Links 513 Servicing Needed	831 Location 832 Condition
TYPE OCCUPANCY: BUS	CODE MODIFICATIONS:	BUSINESS	CANER
		NAME: KEN SVAB	
NO-SMOKING SIGNS: N	STORAGE TANKS: N		
DETECTION SYSTEMS: N	SPRINKLER SYSTEMS: C	ADDRESS16 W 331 9	4th STREET
SPECIAL SUSTEMA	DOUBLE-DETECTOR	CTTY: HINSDALE	ST: IL
PROTECTION SYSTEMS:	CHECK VALVE ASSY: Y	ZIP: 60521	PHONE: 325-9537
FIRE PUMP: N	BACK-UP GENERATOR: N	WANACED / MANA	GEMENT COMPANY
	-		
HAZARDOUS MATERIALS: N	PRE-PLANNED: C	NAME: HERBERT SVA	В
LOCK BOX(S): N WCRKED-OILED?	PRE-PLAN REVISED:	ADDRESS: 906 CALLE	VEIW DRIVE
<u></u>	PRE-PLAN REVIEWED?	CITY: Lagrange	ST: IL
to make an inspection of t	he building located at the	ZIP: 60525	PHONE: 354-8434
address indicated at the t	DATE 7/6/2	PROPERTY / BUI	LDING CHINER
SIGNATURE Affina S	DATE // B// C	NAME: MR. TOOR	
	be one (1) year from now, en noted on this form. When	ADDRESS:	
violation(s) have been note		ADDITION.	
scheduled for days	s from today.	CITY:	ST:
	n(s) that have been indicated	ZIP: 0	PHONE:
on this form and the measure I have received a copy of the	• • •	REVIEWED BY:	
••			17
SIGNATURE	DATE	NO APPARE	VI VIOLATIONS NOTED X
REMARKS/COMMENTS:			J D14E-V , \

DOWNERS CROVE FIRE DEPARTMENT FIRE PREVENTION BUREAU MONTH DUE: 07-93 719-4583 STATION #: DATE OF INSPECTION - 8-5-5 ? LOCATION: 5235 THATCHER COMPANY: BADGE #'S 102 228 TRIPLE PHONE: BUSINESS CODE: 8600-5201-0109 <u>960~4500</u> VIOLATIONS—CHECK THE BOX ONLY WHEN A VIOLATION IS NOTED INSIDE BUILDING CUISIDE BUILDING ELECTRICAL EQUIPMENT FLAMMABLE LIQUIDS FIRE WALLS PANEL Storage 601 301 Condition 401 602 Dispensing/Groundir 101 Clear Fire Lane Condition 102 4" Address Visible FIRE DOORS 402 Accessible 603 Ignition Sources Unused Openings No-Smoking Signs 1.03 High Weeds/Grass 403 604 311 Condition EXITS 312 Operation OUTLETS SPRINKLER/STANDPIPE SYSTEM 111 Clear 313 Approved 411 Condition PUMP / RISER ROOM Condition 112 Leve1 Hold-Open Devices 412 Covers 701 COMBUSTIBLE EXTENSION CORDS RISERS & VALVES 11: Open Area F.D. CONNECTIONS CEILINGS / WALLS 421 Condition 711 Condition 121 Accessible 321 Condition 422 Proper Usage 712 Accessible AISLES EMERGENCY LIGHTS Condition SPRINKLERS 122 123 Caps & Plugs 331 Width 431 Adequate 721 Full coverage 124 Test Drain-Orifice 332 Condition Arrangement 432 722 Wrench GAS METERING **EXITS** EXIT LIGHTING 723 Spare Heads 1.31 Condition 341 Obstructions 441 Condition DRAINS Needs Protection 342 Door Hardware 442 Adequate Marked 731 FIRE HYDRANTS Battery Test 343 Locking Devices 443 732 Accessible 141 Condition STORAGE ARRANGEMNT SPECIAL WIRING ALARM SYSTEMS 142 Obstruction 351 Condition 451 Condition ALARM PANEL EXTINCUISHING SYSTEMS 801 Height 143 352 Height Accessible Needs Protection No-Smoking Signs PORTABLE 802 Zone Ident./Map 353 HEATING EQUIPMENT LOCAL ALARMS 501 Adequate 502 ROOF 361 Condition Class 811 Adequate Fuel Shut-Offs 503 PULL STATIONS 201. Debris 362 Accessible Electric Shut-Offs Boiler Needs Servicing 821 Condition 363 504 822 HOODS & DUCTS Inspection Cert. Accessible 364 OTHER VIOLATIONS Clear of Storage 511 Condition DETECTORS 512 ELEVATORS Fusible Links 831 Location (See Comments) 371 513 Condition Keys Servicing Needed 832 TYPE OCCUPANCY: CODE MODIFICATIONS: BUSINESS OWNER BUS NO-SMOKING SIGNS: STORAGE TANKS: NAME: Ν KEN SVAB SPRINKLER SYSTEMS: ADDRESS: 16 W 331 94th STREET DETECTION SYSTEMS: N  $\mathbb{C}$ DOUBLE-DETECTOR CITY: ST: HINSDALE 1LPROTECTION SYSTEMS: CHECK VALVE ASSY: ZIP: PHONE: 60521 325-9537 FIRE PUMP: BACK-UP GENERATOR: MANAGER / MANAGEMENT COMPANY N PRE-PLANNED: NAME: N  $\mathbf{C}$ HERBERT SVAB PRE-PLAN REVISED: LOCK BOX(S): N ADDRESS: 906 CALLEVEIW DRIVE PRE-PLAN REVIEWED? KEYS WORK? CITY: LaGRANGE ST: IL I hereby authorize the Downers Grove Fire Department to make an inspection of the building located at the ZTP: PHONE: 60525 354-8434 address indicated at the top of this form. PROPERTY / HUILDING OWNER SICNATURE DATE ( NAME: MR. TOOR Your next inspection will be one (1) year from now,

132 144 202 999 Not Covered SPECIAL HAZARDOUS MATERIALS: WORKED-OILED? unless violation(s) have been noted on this form. When ADDRESS: violation(s) have been noted, a re-inspection will be ST: scheduled for days from today. CITY: ZIP: PHONE: I understand the violation(s) that have been indicated 0 on this form and the measures required to comply. I have received a copy of this form. REVIEWED BY: NO APPARENT VIOLATIONS NOTED BLDG SIZE=0 REMARKS/COMMENTS:



### **DOWNERS GROVE FIRE DEPARTMENT**

3900 Highland Ave., Downers Grove, Il. 60515 Phone: 630-434-5983

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VIRE O	ERT.

\_ SEE ADDITIONAL COMMENTS

Phone: 630-434-5983 ADDRESS: 5235 Thatcher 07/01/1997 DATE OF INSPECTION \_ \[ \frac{7}{2} \] MONTH DUE: COMPANY: Triple "S" Machining Limited NSPECTED BY / 6 \_\_\_\_ CODE: 8600-5201-0109 PHONE: (708) 960 4500 BUSINESS VIOLATIONS -- CHECK THE BOX ONLY WHEN A SHIFT: A VIOLATION IS NOTED
ELECTRICAL EQUIPMENT FLAMMABLE LIQUIDS
601 Storage/Contains INSIDE BUILDING OUTSIDE BUILDING FIRE WALLS/SMOKE BARRIER CONTROL PANEL Storage/Containment 301 Condition 401 602 hor Clear Fire Lane Condition/Covers Dispensing/Grounding FIRE/SMOKE DOORS 4" Address/Visible Accessible Ignition Sources 603 High Weeds/Debris **B**11 Condition **Unused Openings** 604 No-Smoking Signs Operation/Hardware OUTLET, SWITCH, BOXES SPRINKLER/STANDPIPE SYST. Approved Hold-Open Clear/Unobstructed PUMP / RISER ROOM 111 Condition Covers 701 Level/Hard Surface Devices Condition EXTENSION CORDS COMBUSTIBLE RISERS & VALVES Open Area/Discharge Condition/Leaks F.D. CONNECTIONS CEILINGS / WALLS Condition/Splices Proper Usage/Number EMERGENCY LIGHTS Condition [321]Openings/Condition Accessible AISLES SPRINKLERS Accessible Width Condition Condition Caps & Plugs 331 Test Drain-Orifice Arrangement Full Coverage Adequate GAS METERING EXITS AND EXIT DOORS **EXIT LIGHTING** Wrench, Spare Heads Condition 341 Condition Condition DRAINS Adequate/Visible **Needs Protection** Marked/Condition Obstructions/Access FIRE HYDRANIS Door Hardware Battery Test Accessible SPECIALIZED WIRING Locking Devices ALARM SYSTEMS Condition Obstructions TORAGE ARRANGEMNT Condition/Integrity ALARM PANEL Height Above Grade Condition **EXTINGUISHING SYSTEMS** 801 Accessible/Condition **Needs Protection** Height **PORTABLE** Zone Ident./Map 501 LOCAL ALARMS No-Smoking Signs Adequate/Size 811 <u>ROOF/P</u>ARKING AREAS Pressurized Cylinder Secure 502 Class Adequate HEATING EQUIPMENT PULL STATIONS Combustibles/Debris 503 Accessible Condition Servicing/Condition Electric Shut-Offs Condition Fuel Shut-Offs HOODS & DUCTS Accessible <u>THER</u> VIOLATIONS Clear of Storage DETECTORS Condition Not Covered **ELEVATORS** Fusible Links/Manual Pull Condition . (See Comments) Keys Servicing/Cleaning Location/Type TYPE OF OCCUPANCY: BUS CODE MODIFICATIONS: 0 O BUSINESS OWNER **DETECTION SYSTEMS: M** BACK-UP GENERATOR: N NAME: Ken Svab SPRINKLER SYSTEMS: FIRE PUMP: N ADDRESS: 16 W 331 94th Street CITY: Hinsdale **SPECIAL** DOUBLE-DETECTOR ST: TI. PROTECTION SYSTEMS: CHECK VALVE ASSY: Y PHONE: (708) 325-9537 MANAGER / MANAGEMENT COMPANY HAZARDOUS MATERIALS: N STORAGE TANKS: N NO-SMOKING SIGNAGE: N PRE-FIRE SURVEY: C NAME: Herbert Svab LOCK BOX(S): SURVEY REVISED: ADDRESS: 906 Calleveiw Drive CITY: Lagrange WORKED/OILED? ILKEYS CHECKED? PLAN REVIEWED ZIP: 60525 PHONE: (708) 35.
PROPERTY/BUILDING OWNER 4-8434 Thereby authorize the Downers Grove Fire Department to conduct an inspection of the property indicated at the top of this form. This is a limited safety inspection of the existing fire protection in this structure. The inspection is intended to assist the NAME: Mr. Toor owner/occupant in determining whether the fire protection and safety features currently provided are maintained properly and in working order. This is not a full **ADDRESS:** code compliance inspection to determine the status with respect to the building, fire prevention, and life safety codes as adopted and modified by the village. The lack of CITY: ST: violations noted on this form does not assure full compliance with all applicable village codes and ordinances. Your next inspection will be in the following calendar ZIP: () year unless violation(s) have been noted on this form. When violation(s) have been PHONE: (708)noted, a re-inspection is scheduled days from today. You will receive a copy of this REVIEWED BY: form and any violation(s) noted will be explained following the inspection. NO APPARENT **BUREAU FOLLOW-UP** REQUESTED **VIOLATIONS NOTED** SIGNATURE 1 Total Building (Useable) Square Footage: REMARKS/COMMENTS:



# **DOWNERS GROVE FIRE PREVENTION**

801 Burlington Ave., Downers Grove, Il. 60515 Phone: 630-434-5983 Fax: 630-434-5571



ADDRESS: 5235 That	oher DATE	E OF INSPECTION $\frac{2/15}{2}$	MONTH DUE: 07/01/1998
COMPANY: Triple "3	" Machining blmitedNSPF	ECTED BY 112 2006	
PHONE: (830) 960-4	BUSIN	NESS _CODE: 8600-5201-01	09 STATION#: 1 SHIFT: 16
OUTSIDE BUILDING	ATIONS CHECK THE BOX ONLY WH INSIDE BUILDING	ELECTRICAL EQUIPMENT	FLAMMABLE LIQUIDS
OUTSIDE BUILDING  101	INSIDE BUILDING  FIRE WALLS/SMOKE BARRIER  Condition FIRE/SMOKE DOORS Condition Operation/Hardware Approved Hold-Open Devices COMBUSTIBLE CEILINGS / WALLS Openings/Condition AISLES Width Arrangement EXITS AND EXIT DOORS Condition Obstructions/Access Door Hardware Locking Devices STORAGE ARRANGEMNT Condition Height No-Smoking Signs Pressurized Cylinder Secure HEATING EQUIPMENT Condition 362 Fuel Shut-Offs 363 Clear of Storage		FLAMMABLE LIQUIDS  601 Storage/Containment  602 Ignition Sources  603 Ignition Sources  No-Smoking Signs  SPRINKLER/STANDPIPE SYST  PUMP / RISER ROOM  Condition  RISERS & VALVES  7.11 Condition/Leaks  Accessible  SPRINKLERS  Condition  Full Coverage  Wrench,Spare Heads  DRAINS  Marked/Condition  Accessible  ALARM SYSTEMS  ALARM PANEL  ACCESSIBLE  ALARM SYSTEMS  ALARM PANEL  ACCESSIBLE  SOURCE ALARMS  Adequate  PULL STATIONS  Condition  Accessible  DETECTORS
999 Not Covered	ELEVATORS	512 Fusible Links/Manual Pull	831 Condition
(See Comments)	371 Keys, Phones	Servicing/Cleaning	832 Location/Type
TYPE OF OCCUPANCY: BUS	CODE MODIFICATIONS: () ()	O O O BUSINESS	OWNER
DETECTION SYSTEMS: N	BACK-UP GENERATOR: N	Ken Svab NAME:	
SPRINKLER SYSTEMS: (7)	FIRE PUMP: N	ADDRESS: 16 W 331 94t	h Street
SPECIAL PROTECTION SYSTEMS:	DOUBLE-DETECTOR CHECK VALVE ASSY:	CITY: Hinsdale ST: ZIP: 60521- PHONE:	IL (630) 325-9537
HAZARDOUS MATERIALS: N	STORAGE TANKS: $^{ m N}$	MANAGER / MANAGE	EMENT COMPANY
NO-SMOKING SIGNAGE: N	PRE-FIRE SURVEY: $^{\mathrm{C}}$	NAME: Herbert Svab	
LOCK BOX(S): $^{\aleph}$	SURVEY REVISED:	ADDRESS: 906 Calleve	iw Drive
WORKED/OILED? KEYS CHECKED?	PLAN REVIEWED	CITY: Lagrange ST	r: li,
I hereby authorize the Downers Grove Fire Department to conduct an inspection of the property indicated at the top of this form. This is a limited safety inspection of the existing fire protection in this structure. The inspection is intended to assist the owner/occupant in determining whether the fire protection and safety features		ZIP: 60525- PHONE: PROPERTY / BUIL	(630) 354-8434 L <b>DING OWNER</b>
		NAME: Arun Enterprises	
	erly and in working order. This is not a full ine the status with respect to the building,	ADDRESS: Dwight Olson	
fire prevention, and life safety codes as lack of violations noted on this form	adopted and modified by the village. The does not assure full compliance with all	CITY: ST	Γ:
applicable village codes and ordinand	tes. Your next inspection will be in the on(s) have been noted on this form. When	ZIP: () PHONE:	(000) 000 000
violation(s) have been noted, a re-insp		<b>\</b>	( <b>63</b> 0) <b>9</b> 60-32 <b>4</b> 0
	d any violation(s) noted will be explained	REVIEWED BY:	
Callernia - the improved		BUREAU FOLLOW-UP REQUESTED	NO APPARENT VIOLATIONS NOTED
SIGNATURE	DATE 6 / SA	/	
	<i>'</i>	,	Square Footage:
REMARKS/COMMENTS:	<u> </u>		

## ENCLOSURE V

